



Kanabec County Board of Commissioners

Regular Meeting Agenda

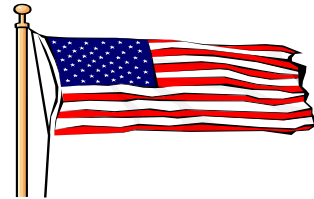
The Meeting of April 18, 2023

- Due to COVID-19 safety protocol, this meeting will be in-person and via WebEx (video/phone conference)
- The public may join the meeting via WebEx or in-person at the meeting room.
- If attending the meeting in-person, the total number of persons (including commissioners) may be limited and social distancing/safety protocol may be in effect.

To be held via WebEx telephone call or video meeting:

Telephone call-in number for public access: 1-408-418-9388

Access Code: 2484 907 4224



Video Meeting link:

<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=m11395175117772efa8a83c8679b7f54b>

Meeting number: 2484 907 4224

Password: GKymPFqp232 (45967377 from video systems)

To be held at: Kanabec County Courthouse
Boardroom #164
317 Maple Avenue East
Mora, MN 55051

Please use the Maple Ave entrance and parking lot.

Scheduled Appointments: Times are approximate and time allotted to each subject will vary. Appointment times may be changed at the discretion of the board.

The audience is invited to join the board in pledging allegiance:

*I pledge allegiance to the flag
of the United States of America,
and to the Republic for which it stands:
one nation under God, indivisible
with Liberty and Justice for all*

9:00am a. Call to Order
 b. Pledge of Allegiance
 c. Agenda approval

9:02am Public Comment Telephone call-in number for public access: 1-408-418-9388
Access Code: 2484 907 4224

9:20am *Recess county board to a time immediately following the FSB.*
Family Services Board

9:40am Employee Service Recognition:

- Anita Anderson, Eligibility Worker - 35 years
- Chad Keehr, Deputy – 25 years

9:45am Marion Larson, Central Minnesota Emergency Medical Services- Informational Presentation

- 10:05am Discuss the Hornet Street Impassable Road Complaint and Petition Presented by Renee and Andrew Crisman on 3/7/23
- 10:25am Ryan Carda, Environmental Services/GIS Technician – East Central Solid Waste Commission, Certificate of Need
- 10:35am Mike Fetzek, Comfort Township Supervisor- Comfort Township Project
- 10:50am Chad Gramentz, Public Works
- 11:00am Nikki Priebe, 4-H Educator & Jan Derdowski, Youth Development Program Leader – Request to Fill 4-H Summer Assistant Position
- 11:10am Jim Hartshorn, EDA Director- Economic Development Update
- 11:25am Kim Christenson, HR Specialist- Road & Bridge Job Evaluation Results
-

Other business to be conducted as time is available:

1. Minutes- April 4, 2023
2. Paid Bills
3. Regular Bills
 - a. Revenue Fund
 - b. Road & Bridge
4. Request Approval of Consolidating and Updating Policies A-104 Procurement Standards and A-119 Purchasing
5. Request Approval of Animal Control Contract with Gratitude Farms Effective July 1, 2023
6. CLOSED SESSION: Union Negotiation Strategy–(This portion of the meeting may be closed pursuant to Minnesota Statute §13D.03)
7. Future Agenda Items
8. Discuss any other matters that may come before the County Board

ADJOURN

Kanabec County Family Services

905 East Forest Avenue, Suite 150
Mora, MN 55051
Phone: 320-679-6350
Fax: 320-679-6351

Kanabec County Family Services Board

Agenda

April 18, 2023

9:20 a.m.

- | | |
|---|----------------|
| 1. Agenda Approval | Pg. 1 |
| 2. Director's Report | Pg.2 |
| - Staffing | |
| - Eligibility Trends | |
| - Ongoing Number of Children in Placement | |
| 3. Family Services Fund Report | |
| -See attached report | Pg. 3 |
| 4. Financial Report | |
| -See attached report | Pg. 4-5 |
| 5. Abstract Approval | |
| -See attached abstract and board vendor paid list | Pg.6-8 |
| 6. Other Business | |
| 7. Adjourn | |

Family Service Director's Report

April 2023

Staffing

In the process of completing internal moves and filling open positions.

Trend in Eligibility Interviews

We are continuing to see our interview numbers rise as well as our total amount of applications, even to beyond pre-COVID numbers. For example, In 2018 we had 1626 total interviews, 1648 in 2019 , 1303 in 2020, and 1293 in 2021. 2022 brought us to a level of interviews even greater than before COVID. We had 1962 interviews in 2022 as we saw an end to some of the COVID program waivers. So far in quarter 1 of 2023, we have had 452 total interviews. This outpaces our heavy interview year of 2022 as 1st quarter of 2022 had a total of 331 interviews.

We have had and anticipate seeing an increase in workloads in the financial assistance department. We've been able to take on this influx of work due to the caliber of staff we have in this department and the efficiencies we've gained over the years.

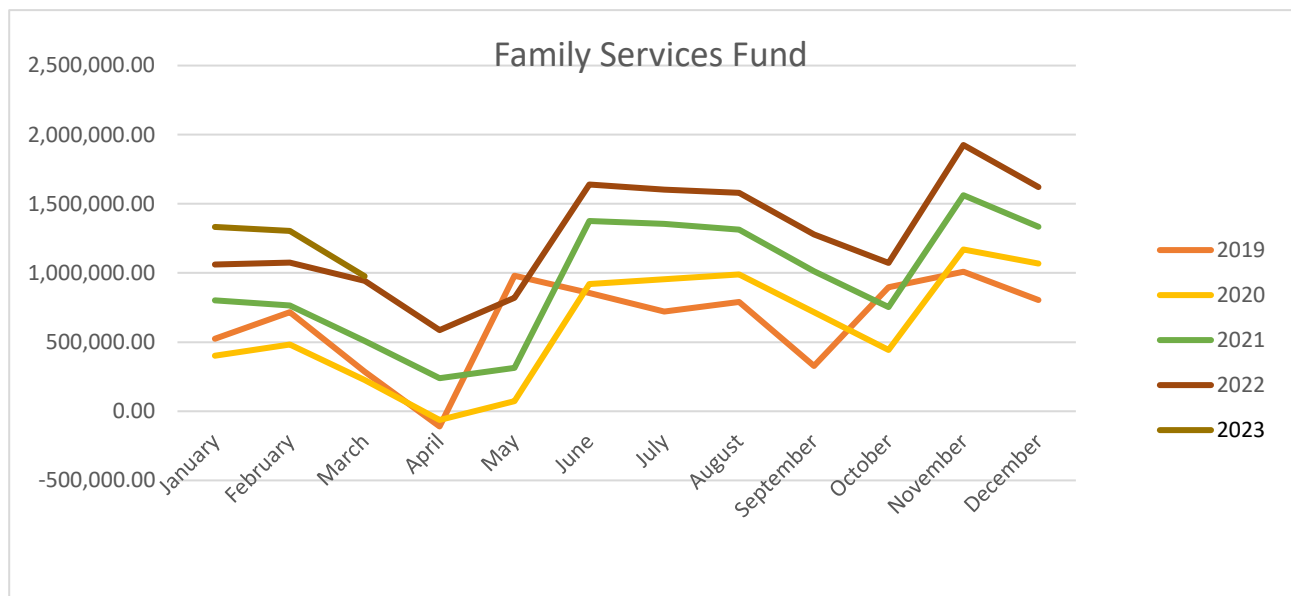
Tim will be here in May to discuss the upcoming wind-down of COVID era healthcare rules. We anticipate this being a jump in workloads similar to what occurred in 2022. While some local counties are planning for this healthcare change by adding new staff, we do not anticipate that need at this time, but will continue to monitor the situation and relay possible needs to you. Our agency has been fortunate in having seasoned, knowledgeable staff that pride themselves on doing good work.

Year	Total Interviews	Total Applications
2018	1626	X
2019	1648	X
2020	1303	1279
2021	1293	2125
2022	1962	2623
1st Quarter 2022	331	601
1st Quarter 2023	452	570

Ongoing Update on Number of Children in Placement

Last month we had 23 children in our care in out of home placements. We have 25 children in care this month compared to 19 last year for the same month.

	2019	2020	2021	2022	2023
January	523,556.70	401,131.39	802,602.99	1,060,669.83	1,332,846.30
February	715,738.74	483,781.08	764,375.81	1,074,400.99	1,303,079.82
March	285,341.21	225,078.17	507,711.89	942,838.71	976,432.91
April	-109,902.43	-63,141.11	239,129.82	586,755.76	
May	979,247.26	73,382.15	313,993.85	820,322.23	
June	855,820.47	920,867.09	1,376,518.14	1,638,762.92	
July	721,467.48	955,700.06	1,355,779.92	1,603,064.80	
August	791,435.79	990,235.56	1,312,346.82	1,578,429.94	
September	326,963.03	716,408.79	1,012,985.41	1,277,604.14	
October	897,606.65	443,084.51	753,774.16	1,072,396.60	
November	1,008,939.34	1,170,024.75	1,562,104.61	1,925,516.68	
December	804,618.63	1,067,709.00	1,335,030.43	1,620,823.12	
Totals	7,800,832.87	7,384,261.44	11,336,353.85	15,201,585.72	3,612,359.03
Averages	650,069.41	615,355.12	944,696.15	1,266,798.81	1,204,119.68
6 month Avg.	758,505.15	890,527.11	1,222,003.56	1,512,972.55	1,371,849.24
Rolling 12 month Avg	650,069.41	615,355.12	944,696.15	1,266,798.81	1,311,336.27



Kanabec County Family Services - Board Financial Report						
	Total year to date/			8.33%	16.67%	25.00%
Department	Budget	% of budget	Total	January	February	March
Income Main. Service						
Exp	753,602.00	25.15%	189,521.11	53,804.48	53,379.65	82,336.98
Rev	560,191.00	14.52%	81,320.86	9,831.56	61,657.74	9,831.56
Tax	367,731.25	1.47%	5,406.53	5,406.53		
State Shared Rev			0.00			
Recoveries						
Exp	15,600.00	0.00%	0.00	0.00	0.00	0.00
Rev	21,600.00	19.47%	4,205.50	801.00	1,599.82	1,804.68
Tax	22,100.71	1.59%	351.21	351.21		
State Shared Rev			0.00			
Burials						
Exp	25,000.00	5.35%	1,336.50	1,336.50	0.00	0.00
Rev			0.00			
Tax			0.00			
Child Support						
Exp	379,758.00	24.71%	93,833.11	27,408.09	27,284.54	39,140.48
Rev	404,000.00	23.96%	96,794.26	16,364.47	64,184.46	16,245.33
Tax						
MA Services						
Exp	483,900.00	19.87%	96,145.26	24,920.54	44,697.74	26,526.98
Rev	452,000.00	21.28%	96,199.66	43,537.73	13,714.19	38,947.74
Tax	31,513.97	3.21%	1,011.07	1,011.07		
State Shared Rev			0.00			
Child Care						
Exp	230,950.00	6.71%	15,508.23	99.00	5,154.41	10,254.82
Rev	230,776.00	18.85%	43,504.56	580.00	42,478.56	446.00
Tax	204.64	52.01%	106.43	106.43		
State Shared Rev			0.00			
Fraud						
Exp	74,689.00	22.85%	17,067.85	5,646.39	5,662.23	5,759.23
Rev			0.00	0.00	0.00	0.00
Tax	73,669.03	1.64%	1,206.18	1,206.18		
State Shared Rev			0.00			
Adult Services						
Exp	5,500.00	0.00%	0.00	0.00	0.00	0.00
Rev	8,839.00	29.12%	2,574.02	2,165.03	523.12	-114.13
Tax						
Dev. Disability						
Exp	77,429.00	19.21%	14,877.44	4,411.87	5,845.33	4,620.24
Rev	57,015.00	16.09%	9,176.00	0.00	9,176.00	0.00
Tax	20,054.35	1.88%	376.05	376.05		
State Shared Rev			0.00			
Mental Health						

Exp	1,225,163.00	31.36%	384,185.68	132,192.61	109,156.01	142,837.06
Rev	797,301.00	20.40%	162,632.74	32,971.07	34,781.02	94,880.65
Tax	421,550.57	1.71%	7,222.92	7,222.92		
State Shared Rev			0.00			
Chemical Dependency						
Exp	46,000.00	24.53%	11,283.51	-17.19	2,460.62	8,840.08
Rev	20,000.00	19.74%	3,948.93	583.88	1,915.57	1,449.48
Tax	25,579.53	3.95%	1,011.07	1,011.07		
State Shared Rev			0.00			
Child Services						
Exp	560,639.00	33.11%	185,627.91	59,596.08	57,996.44	68,035.39
Rev	276,235.00	31.30%	86,471.54	14,355.49	55,512.00	16,604.05
Tax	280,146.96	1.15%	3,214.13	3,214.13		
State Shared Rev			0.00			
Social Services						
Exp	1,390,604.00	21.33%	296,682.78	100,568.86	94,259.80	101,854.12
Rev	1,267,977.00	18.96%	240,466.88	49,067.73	131,825.55	59,573.60
Tax	120,735.36	2.29%	2,760.03	2,760.03		
State Shared Rev			0.00			
Income Main. Admin						
Exp	96,111.00	22.59%	21,714.93	7,188.53	7,370.08	7,156.32
Rev	46,300.00	22.03%	10,200.67	1,095.72	8,009.23	1,095.72
Tax	49,112.68	1.49%	730.81	730.81		
State Shared Rev			0.00			
Social Services Admin.						
Exp	264,091.00	22.76%	60,116.37	19,869.02	20,070.97	20,176.38
Rev	65,000.00	25.30%	16,443.00	0.00	16,443.00	0.00
Tax	196,041.48	1.47%	2,877.11	2,877.11		
State Shared Rev			0.00			
FS Admin						
Exp	760,823.00	23.29%	177,182.94	61,454.46	62,182.25	53,546.23
Rev	136,263.00	23.12%	31,506.47	3,672.72	24,161.03	3,672.72
Tax	437,921.47	2.10%	9,202.48	9,202.48		
State Shared Rev			0.00			
Agency Totals						
Exp	6,389,859.00	24.49%	1,565,083.62	498,479.24	495,520.07	571,084.31
Rev	4,343,497.00	20.39%	885,445.09	175,026.40	465,981.29	244,437.40
Tax	2,046,362.00	1.73%	35,476.02	35,476.02	0.00	0.00
State Shared Rev			0.00			
Total Revenue	6,389,859.00	14.41%	920,921.11	210,502.42	465,981.29	244,437.40

Board Approval Report

SSIS pymt. batch #: 150056000

Paid Cnty Vendor	Total Payments		Total Amount
Central Minnesota Jobs & Training, 000015800	2		13,595.72
Svc Description	Svc Code	Payments	Amount
Statewide MFIP Employment Services	237	2	13,595.72
Central Mn Mental Health Center, 000011298	1		600.00
Svc Description	Svc Code	Payments	Amount
Detoxification	371	1	600.00
DHS STATE OPERATED SERVICES, 000011816	7		12,175.40
Svc Description	Svc Code	Payments	Amount
State-Operated Inpatient	472	7	12,175.40
EAST CENTRAL REG. JUVENILE CTR., 000012085	1		22.60
Svc Description	Svc Code	Payments	Amount
Health-Related Services	118	1	22.60
Family Pathways, 000012298	3		770.00
Svc Description	Svc Code	Payments	Amount
Family-Based Counseling Services	162	3	770.00
Ignaszewski/Karissa, 000012959	2		11,163.00
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	2	11,163.00
Kanabec County Community Health, 000013263	1		9,522.33
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	1	9,522.33
Lighthouse Child & Family Services LLC, 000000667	1		600.00
Svc Description	Svc Code	Payments	Amount
Child Outpatient Diagnostic Assessment/Psychologica	405	1	600.00
Little Sand Group Homes, 000013715	1		10,311.84
Svc Description	Svc Code	Payments	Amount
Children's Group Residential Care	183	1	10,311.84
Mid-Minnesota Drug testing Inc., 000014579	1		45.00
Svc Description	Svc Code	Payments	Amount
Health-Related Services	118	1	45.00
Nexus-Mille Lacs Family Healing, 000014598	1		16,262.60
Svc Description	Svc Code	Payments	Amount
Children's Residential Treatment	483	1	16,262.60
Options Residential, 000015334	1		1,469.71
Svc Description	Svc Code	Payments	Amount
Child Family Foster Care	181	1	1,469.71
PHASE, Inc., 000015579	2		1,334.88
Svc Description	Svc Code	Payments	Amount
Day Training and Habilitation	566	1	902.88
Transportation	516	1	432.00
Pinehaven Youth & Fam SVCS Inc, 000015643	1		5,456.00
Svc Description	Svc Code	Payments	Amount
Children's Group Residential Care	183	1	5,456.00
Premier Biotech Inc, 000015777	2		354.15
Svc Description	Svc Code	Payments	Amount
Health-Related Services	118	2	354.15

Board Approval Report

Paid Cnty Vendor				Total Payments	Total Amount
Premier Biotech Labs, LLC, 000015779				2	1,178.09
Svc Description	Svc Code	Payments	Amount		
Health-Related Services	118	2	1,178.09		
Procentive.com LLC, 000010757				1	295.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	1	295.00		
Residential Services of NE MN Inc., 000016246				2	1,487.15
Svc Description	Svc Code	Payments	Amount		
Children's Residential Treatment	483	1	857.15		
Semi-Independent Living Services (SILS)	534	1	630.00		
Richardson MD/Paul T, 000016136				2	3,345.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	3,345.00		
Stokes, Jessica, 000016761				2	10,330.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	10,330.00		
Verizon Wireless Cell Phones, 000001568				1	324.53
Svc Description	Svc Code	Payments	Amount		
Housing Services	144	1	324.53		
Volunteers Of America of MN, 000017460				4	3,159.00
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	4	3,159.00		
Report Totals:				41	103,802.00

I hereby certify that the above amounts have been approved and allowed by the county Welfare Board for payment to the claimant as in each instance stated that said county Welfare Board authorizes and instructs the county Auditor and county Treasurer of said county to pay the same.

Signature

Title

Date

APRIL 2023 BOARD REPORT			
Vendor Name	Amount		
Jen Anderson (CP Travel)	\$ 555.54		
Association of MN Counties (2023 MACSSA Annual Dues)	\$ 1,766.00		
Rhonda Bergstadt (Adult Mental Health Travel)	\$ 375.97		
Chelsey Bottelson (DD Travel)	\$ 106.77		
Ashley Bowen (Soc Services Travel & Staff Dev)	\$ 256.75		
Card Services (CSP Group Supplies)	\$ 156.81		
Clay County IT Department (EDMS Host Charge 2023)	\$ 4,000.00		
Cassandra Dahlberg (AMH Travel & Staff Dev)	\$ 104.88		
DHS	\$ 10,149.84		
DNA Diagnostics (Child Support Blood Tests)	\$ 94.00		
Lisa Goranson (Fraud Staff Dev Lodging)	\$ 317.25		
Jessica Gravich (Accounting Travel)	\$ 66.02		
Hamilton Funeral Homes (2 GA Burials)	\$ 3,731.25		
Katie Heacock (SS Admin Travel)	\$ 34.06		
Leah Hjort (CP Travel)	\$ 338.64		
Linda Hosley (CMH Travel)	\$ 512.87		
Charles Hurd (Admin Travel)	\$ 345.00		
Innovativie Office Solutions (Office Supplies)	\$ 343.71		
Makayla Johnson (CP Travel)	\$ 250.56		
Kanabec County Attorney	\$ 5,920.20		
Kanabec County Aud-Treasurer	\$ 10,983.60		
Kanabec County Comm Health	\$ 6,033.23		
Kanabec County Records Office	\$ 71.00		
Kanabec County Sheriffs Office (Child Support Paperwork)	\$ 40.00		
Tamara Kelash (CP Travel)	\$ 349.37		
LexisNexis (Software)	\$ 360.00		
Danielle Linkert (DD Travel)	\$ 46.51		
Ashlee Lovaas (DD Travel)	\$ 59.93		
Abby Malecha (AMH Travel)	\$ 221.01		
Alissa McDermiet (SS Travel)	\$ 427.72		
Metro Sales Inc	\$ 404.28		
Kelly Mitchell (DD Travel)	\$ 136.24		
County Foster Care Recoveries	\$ 1,653.00		
Pine County Sheriff Office (Child Support Paperwork)	\$ 75.00		
Mistea Roeschlein (IM Notary Stamp)	\$ 120.00		
Rutger's Bay Lake Lodge (MACSSA Conference)	\$ 476.76		
Kurt Seidel (AMH Travel)	\$ 121.83		
Seven County Process Servers LLC (Child Support Paperwork)	\$ 75.00		
Kristen Struss (SS Admin Travel)	\$ 42.76		
Timber Trails Public Transit	\$ 11,002.14		
Pamela Vojvodich (SS Travel)	\$ 132.31		
Katie Vork (CMH Travel)	\$ 168.99		
Kanabec County Comm Health (LCTS Coordination)	\$ 2,660.00		
Mora Public Schools (LCTS Family Facilitator Funding)	\$ 16,695.00		
TOTAL IFS DOLLARS	\$ 81,781.80	45	Total IFS Vendors
TOTAL SSIS DOLLARS	\$ 103,802.00	21	Total SSIS Vendors
Total	\$ 185,583.80		
Cost Effective Health Insuarnce & Medicare Part B Reimbursements	\$ 15,072.07	49	Ins. Reimb.Vendors
MA Medical Mileage	\$ 2,049.07	9	Med Mileage Vendors
Grand Total	\$ 202,704.94		
		124	Total Vendors

9:40am Appointment

April 18, 2023

REQUEST FOR BOARD ACTION

a. Subject: Employee Service Recognition	b. Origination: Coordinator's Office
c. Estimated time: 5 minutes	d. Presenter(s): Rick Mattson, Board Chair

e. Board action requested:

- Recognition of 35 Years of Employee Service – Anita Anderson – Eligibility Worker
- Recognition of 25 Years of Employee Service – Chad Keehr – Deputy

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

9:45am Appointment

April 18, 2023

REQUEST FOR BOARD ACTION

a. Subject: Central Minnesota Emergency Medical Services Presentation	b. Origination: Commissioner Caswell
c. Estimated time: 20 minutes	d. Presenter(s): Marion Larson, Regional EMS Coordinator

e. Board action requested:

Information only

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



Kanabec County

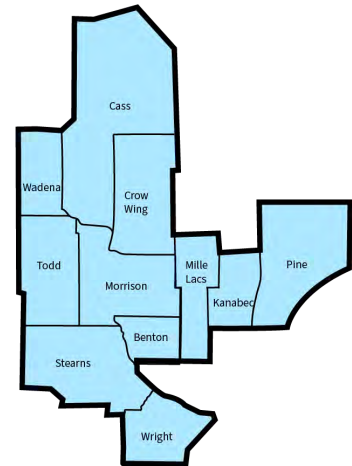
Joint Powers Board Members

Commissioner Caswell

Commissioner Roeschlein

Advisory Committee Representatives

Todd Groninga



Kanabec County Data

Naloxone: **55**

Education Reimbursement Dollars: **\$3,040**

CISM Services Delivered: **13**

Equipment Grants Funds Provided: **\$3,865**

2022 Ambulance Calls for Service: **1,780**

CMEMS Regional cost to Operate FY24 at current staffing and support levels: **\$158,000**

Number of Agencies: **6**

How does CMEMS help Kanabec County?

Naloxone: CMEMS collaborates with Public Safety stake holders to develop opiate overdose response policies, provides end user education on naloxone use & overdose recognition. Throughout the region, CEMS is the main distributor of naloxone to public safety agencies.

Education: Emergency Medical Responders and Emergency Medical Technicians receive specialized training to provide emergency care in their communities. The cost for this training is often a strain on local agencies. CMEMS supports local agencies through the partial reimbursement of EMR and EMT education costs, reducing the burden on local municipalities.

Responder Resiliency: CMEMS provides Critical Incident Stress Management (CISM) services to first responder groups, fire departments, law enforcement agencies, and ambulance services. The CMEMS coordinates the program, provides required training to the CISM Team volunteers and reimburses volunteers for their mileage expenses. Calls to the CISM team are answered 24/7.

Workforce Development: Across Minnesota, there is a shortage of EMTs to provide emergency care in our communities. CMEMS has developed a pilot program to increase access to EMT initial training. CMEMS has fully funded 3 EMT initial classes within the Region and trained nearly 50 students. These students serve on local fire departments, first responder groups, and ambulance services.

Equipment Grants: Agencies are in continuous need of equipment and supplies. CMEMS has provided grants for agencies to purchase equipment and supplies that allow them to respond to medical emergencies and provide care to patients. Equipment purchased includes pagers, tourniquets, medical supplies and response bags. In 2020, CMEMS provided the ambulance services that serve Kanabec County with sanitation machines that allowed them to clean their ambulances in response to COVID-19.

Ambulance Calls for Service: There were 1,416 ambulance calls originating from within Kanabec County in 2022. This number is increasing; in 2018 calls for service totaled 1,005. Most of these calls also require local first responders, fire departments and law enforcement agencies to respond and provide care before the ambulance arrives.

Advocacy: Central Minnesota has needs that are unique to our area. Changes in education, workforce, equipment, etc., will impact our agencies differently than metro region or other area of the state. CMEMS participates in statewide committees and work groups to advocate for policies that support our agencies. One example is CMEMS working with 23 local police chiefs to gain their participation in the Minnesota AED project. Only 2 agencies declined to participate from our region after speaking with CMEMS. This project put over 8,000 new AEDs into the squad cars across the state.

Local Equipment Grants Recipients

2012	2016
Kanabec County Sheriff's Office	Kanabec County Sheriff's Office
2013	2020
First Light Health Systems	Ogilvie Fire Department
Kanabec County First Responders	
Kanabec County Sheriff's Office	
2014	
Kanabec County Sheriff's Office	

Kanabec County Agencies

Kanabec County First Responder Team, Inc.	Ogilvie Volunteer Fire Department
Ogilvie First Responders	Kanabec County Sheriff's Office
Welia Health & EMS	
Mora Area Fire Department	

Central Minnesota Emergency Medical Services Region

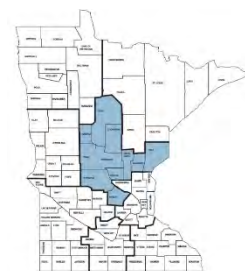
Marion Larson
Regional EMS Coordinator
2/6/23

Table of Contents

Executive Summary.....	2
➤ Who We Are.....	3
➤ Organizational History	3
➤ Programs	5
➤ Critical situation	8
➤ Solutions.....	10
➤ Conclusion.....	10

Executive Summary

Minnesota has 8 Emergency Medical Services (EMS) Regions. The Central Minnesota Emergency Medical Services (CMEMS) Region supports pre-hospital EMS agencies across an 11-county member area. We serve first responders, fire departments, law enforcement agencies and ambulance services. Our mission is to, *“Promote and support a coordinated system for local Emergency Medical Services.”*



CMEMS fulfills its mission by supplying equipment grants, training grants, Critical Incident Stress Management (CISM) services and EMS coordination to our stakeholders.

The 8 EMS Regions across Minnesota continually struggle to obtain stable and adequate funding. Over the past 40 years, Federal funds, Trunked Highway appropriations, Minnesota General fund dollars and EMS Relief funding have supported the EMS Regions. Systematically, each funding mechanism was depleted, and the Regions sought out the next funding source. The 8 EMS Regions' current funding has dwindled to an unsustainable level.

Exacerbating the decline in funding, in November 2022, the Minnesota Office of the Legislative Auditor (OLA) Financial Division released a performance audit of the Emergency Medical Services Regulatory Board (EMS RB). Several of the findings directly impact the EMS Regions. The most pressing finding is the interpretation of Mn Statute 169.686 subd. 3, which limits allowable expenditures to:

- Personnel education and training
- Equipment and vehicle purchases
- Operational expenses of emergency life support transportation (ambulances) services

CMEMS historically has used EMS Relief Fund dollars to support programming, CISM services, EMS Coordination and CMEMS operational expenses. Starting January 1, 2023, CMEMS will be unable to support operations, EMS Coordination with ESMS Relief Fund dollars. This will create a budgetary shortfall starting the next fiscal year, July 1, 2023 (Figure 5). Without additional funding CMEMS will be unable to continue its current operations and will have to drastically reduce services and programs.

Recommendations

The CMEMS Joint Powers Board supports:

- an increase of funding from the State Legislature that will fully fund the operations and programming of CMEMS
- broadening the language of the EMS Relief funds grant (Mn Statute 169.686 subd. 3) to include mental health support as an allowable expense. Ensuring that CISM services remain available and at no-cost to our stakeholders is vital to our EMS workforce [Update 2/6/27: The Emergency Services Regulatory Board has agreed to accept CISM expenditures as an allowable expense for EMS Relief funds, however this declining funding may not be adequate to fund the program.]

➤ Who We Are

The Central Minnesota Emergency Medical Services (CMEMS) Region serves fire departments, first responder groups, law enforcement agencies and ambulance services throughout Benton, Cass, Crow Wing, Kanabec, Mille Lacs, Morrison, Pine, Stearns, Todd, Wright, and Wadena counties. There are over 200 agencies served. We support a systematic, cost-effective EMS system throughout our region. Our 11-county area varies from urban to “super rural.” It is no surprise that the delivery of emergency medicine is as varied as our geography. It is comprised of a mixture of volunteer and paid departments, first responders, fire fighters, law enforcement officers, Emergency Medical Technicians (EMTs) and paramedics. We serve those who answer the call to 911.

➤ Organizational History

The Central Minnesota EMS Region was originally established in 1981 as the Central Minnesota Emergency Services Council, a non-profit, private EMS development corporation. The Council served 14 counties in Central Minnesota. In 2001, the 14 Counties in Central Minnesota submitted a competing grant application and were awarded the grant from the EMS Regulatory Board. The Central EMS Region has operated as a Joint Powers Board ever since. Between 2014-2019, Chisago, Isanti, and Sherburne Counties exited the Joint Powers Agreement to collaborate with the Metro EMS Region. CMEMS currently has 11 member counties.

Funding History

The first funding for the EMS Council was established through Federal Block grants. This was their primary source of funding from 1981-1989. As the Federal funding diminished, in 1989 the State of Minnesota created the EMS Relief fund to support the EMS Regions and provided a Trunked Highway appropriation. The annual amount of the EMS Relief Fund varied, but the Trunked Highway dollars provided \$115,000 to each EMS Region. The EMS Council believed that the Trunked Highway dollars were, “a much more stable, long-term solution for EMS Funding”. However, this funding source would be short lived. In 2000, the Minnesota Legislature amended section 161.20, subd. 3, adding that “[p]ayment of expenses related to sales tax, bureau of criminal apprehension laboratory, office of tourism kiosks, Minnesota safety council, tort claims, driver education programs, **emergency medical services board [EMSRB]**, and Mississippi River parkway commission do not further a highway purpose and do not aid in the construction, improvement, or maintenance of the highway system.” Minn. Laws 2000, ch. 479, art. 2, sec. 4. The Minnesota Legislature converted the source of appropriation for each party from the Trunked Highway Fund to the General Fund. This General Fund appropriation is still the primary source of funding for the EMS Regions.

Funding Today

The Central EMS Region is funded through an annual allocation from the State’s General Fund, which was renamed in 2022 from “*EMS Support grant*” to “*EMS Fund*”, and the funds collected from seatbelt citations, which is the “*EMS Relief Fund*.” These funding mechanisms have largely remained unchanged for over 20 years. Our organization relies on the EMS Fund and the EMS Relief Fund to sustain operational and programmatic expenditures.

EMS Fund (Support Grant)

The revenue from the EMS Fund (Support grant) has decreased since its inception in 1989. The annual EMS Fund allocation has remained stagnant since FY15, at only \$73,125.

In FY22, the State Legislature provided the EMS Regions with a “One-Time” allocation of an additional \$100,000 for each year of the FY22-23 biennium. At this time, that additional funding will expire on June 30, 2023, and CMEMS will revert to receiving \$73,125 annually.

EMS Relief Fund

While the EMS Fund (Support grant) has remained steady, the EMS Relief account has varied significantly. Since the early 2000s, the number of Minnesotans buckling their seatbelt has been steadily increasing. This has saved lives and reduced injuries but has also decreased the seatbelt citation revenue which funds the EMS Relief fund. At the peak in FY11, the EMS Relief fund provided CMEMS with \$226,647.68. Compared to FY21, the EMS Relief fund provided CMEMS with just \$44,817, a decrease of nearly 80%. The dollars from the EMS Relief grant have historically assisted CMEMS in providing training grants, equipment grants, Critical Incident Stress Management (CISM) services, EMS Coordination and supporting the operations of CMEMS.

➤ Programs

CMEMS is a hub for many programs. We are known for four main programs:

1. Equipment Grants
2. Training Grants
3. Critical Incident Stress Management (CISM) services
4. EMS Coordination

Equipment Grants

When funding is available, CMEMS provides opportunities for our stakeholders to apply for equipment grants. Our fire departments, law enforcement agencies, first responder organizations and ambulance services all need equipment to respond to medicals and to communicate with one another. Equipment purchased from funds distributed from CMEMS include, but is not limited to: medical bags, patient care supplies, ARMER radios, and Automated External Defibrillators (AEDs). This equipment directly improves patient care that is provided by our responders. Since 2012, CMEMS has provided over \$100,000 in equipment grants to our stakeholders. Equipment grants are regularly requested by our stakeholders, but as funding has decreased, this program has been paused until additional funding is secured.

	2012	2013	2014	2015	2016	2017	2020	Total per County
Benton	\$1,000.00	\$1,000.00	\$1,994.54	\$0.00	\$1,000.00	\$1,500.00	\$500.00	\$6,994.54
Cass	\$1,000.00	\$2,500.00	\$1,445.26	\$0.00	\$388.03	\$1,500.00	\$0.00	\$6,833.29
Crow Wing	\$2,150.00	\$2,999.00	\$2,475.00	\$0.00	\$1,997.55	\$1,500.00	\$1,500.00	\$12,621.55
Kanabec	\$870.00	\$1,500.00	\$500.00	\$0.00	\$495.00	\$0.00	\$500.00	\$3,865.00
Miller Lakes	\$1,000.00	\$3,000.00	\$911.95	\$0.00	\$1,453.78	\$1,000.00	\$0.00	\$7,365.73
Morrison	\$2,000.00	\$2,000.00	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00	\$500.00	\$9,000.00
Pine	\$370.00	\$2,500.00	\$500.00	\$0.00	\$1,188.09	\$1,483.00	\$0.00	\$6,041.09
Sherburne	\$2,000.00	\$3,888.95	\$835.95	\$0.00	\$1,000.00	\$500.00	X*	\$8,224.90
Stearns	\$810.00	\$4,839.00	\$2,870.99	\$0.00	\$3,500.00	\$7,487.17	\$2,472.82	\$21,979.98
Todd	\$1,000.00	\$2,240.00	\$925.00	\$0.00	\$500.00	\$805.44	\$500.00	\$5,970.44
Wadena	\$1,000.00	\$729.98	\$500.00	\$0.00	\$500.00	\$500.00	\$497.49	\$3,727.47
Wright	\$1,000.00	\$2,158.00	\$500.00	\$0.00	\$1,000.00	\$1,839.48	\$1,000.00	\$7,497.48
Totals	\$14,200.00	\$29,354.93	\$14,958.69	\$0.00	\$14,522.45	\$19,615.09	\$7,470.31	\$100,121.47

*Sherburne County exited the CMEMS IFB January 1, 2019, and was not eligible for equipment grants.
**Due to lack of funding, there were no equipment grants in 2015.

Training Grants

It is critical that our communities can trust that they have medical responders that are credentialed and receive ongoing training. Historically, CMEMS has provided partial reimbursement to agencies for the initial certification or recertification of their personnel as Emergency Medical Responders (EMR) and Emergency Medical Technicians (EMT). This empowers our agencies to select the education provider of their choice and

keep the training local. Table 2 illustrates that between FY10-FY18, CMEMS provided stakeholder agencies nearly \$409,000 in training reimbursement. As funding has diminished, CMEMS was not able to provide training reimbursement in FY2018-2020.

	# of eligible agencies each county	Amount Reimbursed FY10-12	Amount Reimbursed FY10-14	Amount Reimbursed FY14-16	Amount Reimbursed FY16-18	Total
Benton	7	\$3,100.00	\$4,430.00	\$6,054.00	\$9,344.00	\$22,928.00
Cass	29	\$2,615.00	\$5,968.00	\$4,474.00	\$3,218.00	\$16,275.00
Crow Wing	34	\$6,370.00	\$6,920.00	\$13,237.00	\$10,662.00	\$37,189.00
Kanabec	7	\$0.00	\$0.00	\$2,440.00	\$600.00	\$3,040.00
Mille Lacs	15	\$2,645.00	\$10,674.00	\$8,672.00	\$5,802.00	\$27,793.00
Morrison	24	\$7,410.00	\$16,124.00	\$12,392.00	\$3,892.00	\$39,818.00
Pine	15	\$2,565.00	\$1,812.00	\$2,050.00	\$7,617.80	\$14,044.80
Sherburne	11	\$1,610.00	\$7,462.00	\$6,026.00	\$10,370.00	\$25,468.00
Stearns	43	\$18,025.00	\$28,636.00	\$43,664.00	\$37,956.00	\$128,281.00
Todd	18	\$1,870.00	\$11,910.00	\$12,206.00	\$4,370.00	\$30,356.00
Wadena	9	\$2,820.00	\$4,970.00	\$4,498.00	\$100.00	\$12,388.00
Wright	22	\$3,490.00	\$19,483.65	\$15,495.92	\$12,590.00	\$51,059.57
Totals	234	\$52,770.00	\$118,389.65	\$131,208.92	\$106,521.80	\$408,890.37

Minnesota is experiencing a workforce shortage of pre-hospital EMS providers. Our agencies have identified that it can be difficult to get interested staff credentialed due to class inaccessibility and cost. In 2022, CMEMS instituted a pilot program for training EMTs. We contracted with Ridgewater College to host a hybrid EMT course. This course included eight weeks of in-person training and eight weeks of online learning. The pilot program had 19 students who represented local ambulance services, fire departments and law enforcement agencies. CMEMS used grant dollars to pay the tuition for each student and coordinated the class. This class was successful, with many of the students obtaining their National EMT certification. Due to its success, the Region is planning to expand this program in the spring of 2023. We intend to contract with Ridgewater College and NorthPoint Training to expand access to EMT training for our agencies throughout the region. Contracting with both educational programs will alleviate the financial burden and locate classes in areas that need EMTs.

Critical Incident Stress Management

CMEMS plays a vital role in supporting the mental health and resiliency of our pre-hospital EMS workforce. The Central Region supported a Critical Incident Stress Management team (CISM) before becoming a Joint Powers board in 2001. Our CISM team combines peers and mental health providers who volunteer their time and talents to support our stakeholders. CMEMS partners with the Benton County Sheriff's Office to receive incoming requests for CISM services. Their Public Safety Telecommunicators (PST) relay those calls for help to the on-duty team member. The CISM team member works with the requesting agency to set up the services needed.

Critical Incident Management Team Activities (Debriefings, Defusings, Peer Support)

Year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Call-Outs	24	43	30	33	31	30	36	22	26	9**	25	30*
** Call outs reduced due to COVID lock downs										Total: 339		
*Final call-out data has not been finalized												

CISM services are available to any of our stakeholder agencies in our 11 counties. Whether the agency is in Federal Dam or Albertville, Wadena or Sandstone, the CISM team provides them with onsite services. While volunteer CISM team members are not compensated for their time, there are costs to ensuring the services are available, such as: team member mileage reimbursement, CISM class costs, team member on-going education and general supplies.

EMS Coordination

All of Minnesota's EMS Regions play a pivotal role in the coordination and support of our EMS system. CMEMS accomplishes this through our Regional EMS Coordinator, who interfaces with local responders, state agencies and policy makers. CMEMS is the hub for our stakeholders to receive information and subject matter expertise.

Because CMEMS is connected to our pre-hospital EMS providers across 11 counties, external organizations often look for our Regional EMS Coordinator's assistance to make their programs successful. Some of the external organizations include, the Minnesota Department of Health, the American Heart Association, the Health Systems Preparedness Program, Regional Trauma Advisory Committee, the Emergency Medical Services Regulatory Board (EMS RB) education work group, the EMS RB EMS workforce retention workgroup and many others.

The Regional EMS Coordinator provides support to EMS agencies through:

- Coordination and distribution of Personal Protective Equipment (PPE) to ambulance services during public health emergencies
- Coordination for deployment of the appropriate EMS resources during disasters and mass casualty events
- Provide situational awareness and dissemination of information during civil unrest, pre-planned events, and emergencies
- Purchased and deployed sanitization devices for each ambulance service in the region during COVID-19
- Coordination of Fit Testing for public safety agencies in response to public health emergencies
- Provide naloxone training to public safety agencies across the region and distribute naloxone since 2015
- Provide public safety agencies with templates and support for internal naloxone policies

- Partner with Emergency Departments to provide naloxone to high-risk patients upon discharge
- Coordination of a multidiscipline fatality review committee focusing on opiate overdoses

In addition to the individual support for stakeholders, the Regional EMS Coordinator is also responsible for the daily administration, reporting and execution of the grant requirements.

➤ Critical situation

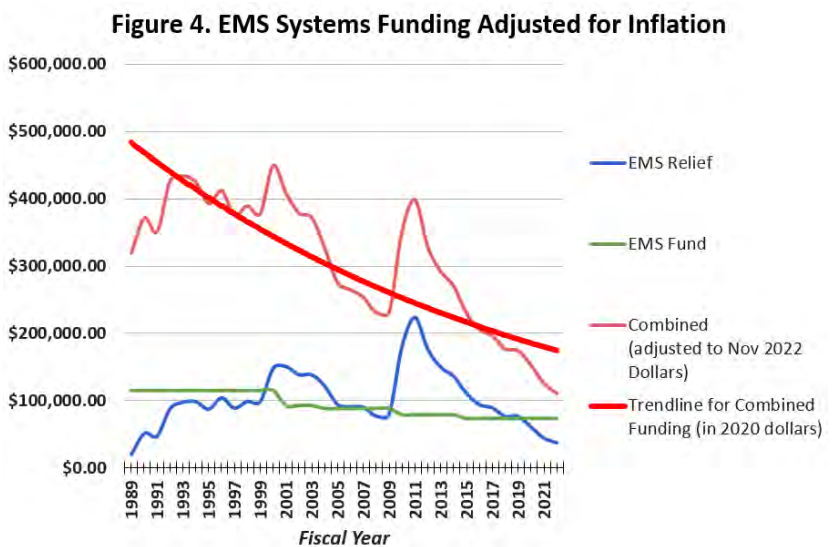
Minnesota's EMS Regions find themselves in the middle of two funding emergencies that are occurring simultaneously:

- **Decreasing funds**
- **New EMS Relief Fund limitations**

Decreasing funds

The EMS Fund Grant dollars have remained stagnant, and revenue collected from seatbelt citations has decreased to 1/5 of its peak. This means that CMEMS has fewer dollars to operate and conduct programming.

Fig. 4. shows the historical revenue of the EMS System adjusted to 2022 dollars. In FY21, the combined revenue for each EMS Region was \$117,975.97. This is less than the \$135,340.00 each Region received in FY1989. Today, the amount received in 1989 would be nearly \$325,000 when adjusted to 2022 dollars. It's easy to see that the funding is not only declining, but inflationary increases also add additional stress on an already strained budget.



In response to the decline in funding, CMEMS has suspended programs and declined to fill staff vacancies. At its peak, CMEMS employed 1.6 FTEs, but is currently working with just 1.0 FTE. The role of the 0.6 FTE has historically fulfilled administrative support functions for regional programming, outreach, and office management. In the absence of the administrative support person, the Regional EMS Coordinator fulfills the roles of both the coordinator and administrative support.

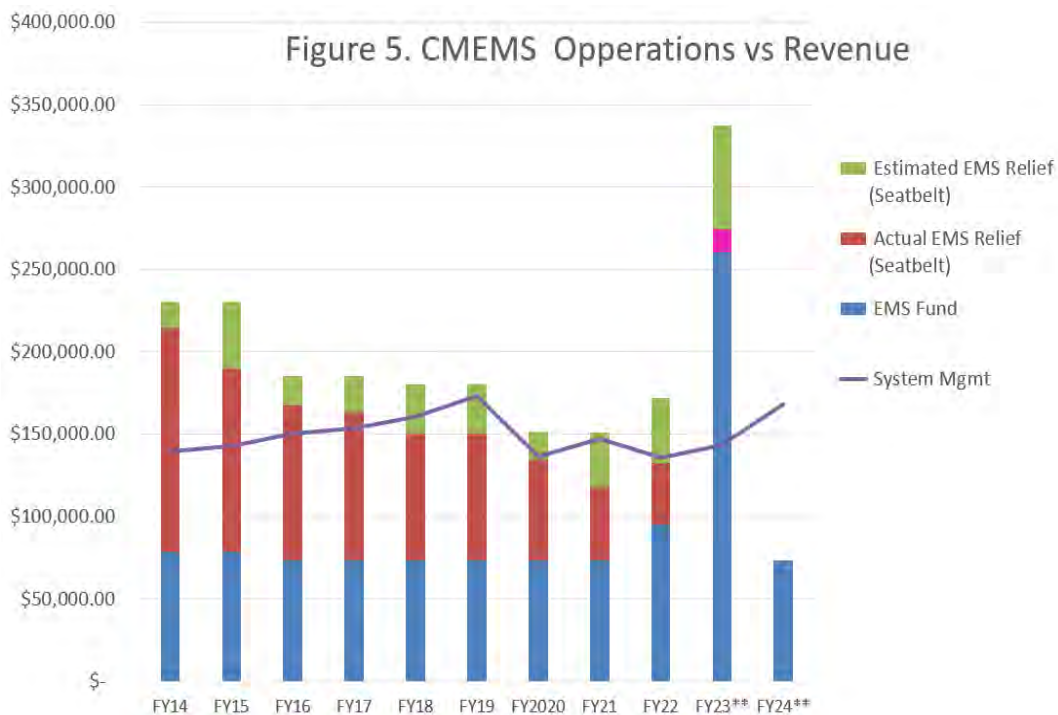
EMS Relief Account Limitations

In 2022, the Emergency Medical Services Regulatory Board (EMSRB) was the subject of two investigations from the Minnesota Office of the Legislative Auditor (OLA). The OLA focused on the EMS system of Minnesota and the financial practices of the EMSRB. While CMEMS was not the focus of either audit, there were several findings or recommendations that do directly reference the 8 EMS Regions.

The most impactful finding is the interpretation of the EMS Relief grant statute (169.686 subd. 3). Starting January 1, 2023, these funds can only be spent on:

- *Personnel education & training*
- *Equipment & vehicle purchases*
- *Operational expenses of emergency life support transportation (ambulance) services*

Historically, CMEMS was permitted to use EMS Relief funds to subsidize our operational expenses, and various programs. The operational expenditures will no longer be an allowed use of EMS Relief funds starting in 2023. Due to the “One-Time” Funding increase for the FY22-FY23 biennium, CMEMS will have the ability to continue operations with limited impacts until June 30, 2023. However, the new limitations on the EMS Relief Fund will cause us to have a shortfall starting July 1, 2023. The EMS Fund (Support Grant) alone will not be enough for CMEMS to maintain current operations. Failure to obtain additional funding will require additional reduction of services.



*System Mgmt is the combined budgeted staff costs and overhead costs

➤ Solutions

Utilizing a Regional EMS Coordinator is a cost-effective, systematic way provide services to our stakeholders throughout the 11-county area. The Central Minnesota EMS Region Joint Powers Board (JPB) supports an increase of the EMS Fund (Support dollars) from the State Legislature that will fully fund the operations and programming of CMEMS.

The Board also supports broadening the language of the EMS Relief funds grant (Mn Statute 169.686 subd. 3) to include mental health support as an allowable expense. In January of 2023, the Emergency Medical Services Regulatory Board did agree that CISM services would fit within the scope of appropriate EMS Relief fund expenditures. This is a positive move for CMEMS, but the revenue collected from seatbelt citations is unstable and inadequate. Ensuring that CISM services remain available and at no-cost to our stakeholders is vital to our EMS workforce.

➤ Conclusion

Since September 11, 2001, all of Minnesota's 8 EMS Regions have been tasked with greater planning and coordination activities including partnerships involving Hospital Preparedness Programs, Emergency Management, Homeland Security & Emergency Management (HSEM), State and Local Public Health, Behavioral Health, and the Department of Public Safety. This important work has come largely, with an unfunded expectation that the CMEMS has the capacity and capabilities to support the work.

Not long ago, the Central Minnesota EMS Region had staffing and funding to offer training programs, workshops, equipment grants, regional coordination and public education. The lack of funding has resulted in reductions of staff, programs, regional education and equipment grant projects. The dramatic decrease in funding and the new limited use of EMS Relief dollars, have pushed CMEMS to a critical point. Without additional funding, CMEMS will be unable to provide EMS Coordination and the current programming to our stakeholders starting July 1, 2023. This will leave our fire, first responder, law enforcement agencies and ambulance services without the resources they currently rely on.

10:05am Appointment

April 18, 2023

REQUEST FOR BOARD ACTION

a. Subject: Discuss the Hornet Street Impassable Road Complaint and Petition Presented by Renee and Andrew Crisman on 3/7/23

b. Origination: Renee and Andrew Crisman

c. Estimated time: 20 minutes

d. Presenter(s): County Attorney McFadden and Board of Commissioners

e. Board action requested:

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Date: March 7, 2023

Kanabec County Board of Commissioners
317 Maple Ave East
Mora, MN 55051

Subject: Hornet Street Impassable Road Complaint (Minn. Stat. 163.16)

Dear County Commissioners,

This is a request with the utmost respect, per Minn. Stat. 163.16, to request a hearing of impassable road complaint for Hornet Street, a town road located in Section 22, Township 41, Range 24, Kanabec County, Minnesota. Hornet Street runs north one-half mile from CSAH 3, is a gravel town road in Hillman Township, and has not been opened and constructed or is not properly maintained, and because of such neglect is not reasonably passable.

The situation with Hornet Street has been well-documented in local and state news outlets, where the Hillman township board, as the road authority, has been resistant to providing proper maintenance of Hornet Street even though there are multiple families, 3 school-bus-riding children, and farming businesses that rely on the road as the only means of access to their homes and farms. There is a concern if an emergency vehicle were needed.

In addition to not providing routine maintenance, the township board has allowed obstructions: gates, barbed wire and posts, to be placed in the ROW by Dan Schmoll. These obstructions can (and have) blocked the road entirely, they do not allow proper clearing of snow off the road, and cause a hazardous condition. In addition to the road being blocked at times, the existing ditch has also been blocked causing re-routing of water flow onto the road. All these actions are causing hazardous and impassable situations on Hornet Street.

The safety and fair treatment of everyone in our community is of the utmost importance. We respectfully ask you to take this under consideration to demonstrate that Kanabec County does what's right- for our families, our businesses, and the greater community.

Signatures of Hillman Township Landowners:

Name:	Signature:	Address:
<u>Renee Crisman</u>	<u>Renee Crisman</u>	<u>2959 Hornet St.</u>
<u>Andrew Crisman, Red Feed Ranch LLC owner</u>	<u>Andrew Crisman</u>	<u>2959 Hornet St.</u>
<u>Jessica Olen</u>	<u>Jessica Olen</u>	<u>1866 280th Ave</u>
<u>Carey Nohner</u>	<u>Carey Nohner</u>	<u>33388 Hwy 47</u>
<u>AL Nohner</u>	<u>AL Nohner</u>	<u>33388 Hwy 47</u>
<u>DANIEL TRAMM</u>	<u>Daniel Tramm</u>	<u>3047 Flintstone St</u>
<u>Katherine Tramm</u>	<u>Katherine Tramm</u>	<u>3047 Flintstone St</u>
<u>Natalie Geist</u>	<u>Natalie Geist</u>	<u>3001 Flintstone St.</u>
<u>Andy Geist</u>	<u>Andy Geist</u>	<u>3001 Flintstone St.</u>
<u>John Butler</u>	<u>John Butler</u>	<u>1697 Liberty St. Mora</u>
Enclosures: attached exhibits		<u>PIWH # 108. 01275. 20</u>
		<u>Sec. 26 Twp 041 Range 024</u>
		<u>Hillman Twpship</u>

163.16 MS 1957 [Repealed, 1959 c 500 art 6 s 13]

163.16 IMPASSABLE ROAD.

Subdivision 1. **Complaint.** When a written complaint, signed by five or more landowners of any town is presented to the county board stating that a described town road in or on the line of the town has not been opened and constructed or is not properly maintained, and because of such neglect is not reasonably passable, the county board by resolution, shall fix a time and place for hearing the complaint. The county auditor shall mail a copy of the complaint, together with notice of the time and place of hearing on the complaint, to the town clerk. All persons signing the complaint shall also be notified of the time and place of the hearing by the county auditor.

Subd. 2. **Hearing on complaint.** At the designated time and place the county board shall consider the complaint and hear and consider such testimony as may be offered by the officers of the town and the complainants relative to the matters set forth in the complaint. The chair of the county board, or the presiding officer thereof, may administer oaths to witnesses and require them to testify under oath. The county board may drive over the road and make such further investigations as it deems necessary.

Subd. 3. **Determination, statement of costs, payment.** If upon the hearing and investigation the county board shall be of the opinion that the complaint is well founded, it shall by resolution direct the town board to do such work or to make such improvements as it shall deem necessary to put the road in a passable condition. The resolution shall specify generally the work which is deemed necessary. The county auditor shall cause a copy of the resolution to be mailed to the clerk of the town. If the town for a period of 30 days after the mailing of the notice, fails or neglects to do the work or make the improvements set forth in the resolution, the county board may cause the work to be done or the improvements made, and the cost thereof shall be paid from the county road and bridge fund; provided that no such work shall be performed by the county when the cost thereof exceeds \$3,000 per mile.

Subd. 4. **Statement of cost; tax levy.** When any county board shall have performed any work or made any improvement on any such road, it shall cause to be prepared in duplicate an itemized statement of the cost of the work or improvement. The statement shall be filed with the county auditor and a copy thereof shall be mailed by the county auditor to the clerk of the town. The town clerk shall forthwith notify the several members of the town board that such a statement has been filed and that a meeting of the town board to act thereon will be held at a time to be specified in the notice, not later than ten days after the receipt of the notice from the county auditor. The town board shall meet at the time and place specified in the notice so given by the clerk and levy a special tax upon all the taxable property in the town in an amount sufficient to pay the amount expended by the county in performing the work or making the improvement. The tax so levied shall be certified to the county auditor on or before October 15 next succeeding, and the county auditor shall extend the same with other town taxes upon the tax list of the town. If the town board shall for any reason fail to act as herein provided, the county auditor is hereby authorized and directed to levy the tax and extend the same with other town taxes upon the tax list of the town. The tax shall be collected and the payment thereof enforced in the same manner and subject to the same penalties and interest as other town taxes. When collected the tax shall be paid into the county treasury and credited to the county road and bridge fund.

History: 1959 c 500 art 4 s 16; 1986 c 444; 2004 c 228 art 2 s 3

10:25am Appointment

April 18, 2023

REQUEST FOR BOARD ACTION

a. Subject: ECSWC CON	b. Origination: Environmental Services
c. Estimated time: 10 minutes	d. Presenter(s): Ryan Carda

e. Board action requested:

Sign the Certificate of Need (CON) letter so that it can be included in the CON request letter being submitted by the East Central Solid Waste Commission (ECSWC).

f. Background:

Because the MSW tonnage that is listed in the county's 2016 solid waste management plan is inconsistent with the present amount of MSW being sent to the ECSWC Landfill, the waste estimates listed in the letter are being requested by the County. The request is to increase the capacity for mixed municipal solid waste at the landfill in order to meet the needs over the next 10 years.

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:	4/10/23
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Coordinators Comments:



District #1, Peter Ripka
District #2, Alison Holland
District #3, Wendy Caswell
District #4, Rick Mattson
District #5, Tom Roeschlein

OFFICE OF THE
**KANABEC COUNTY BOARD OF
COMMISSIONERS**

317 Maple Ave East, Suite 181
Mora, MN 55051
Telephone: (320) 679-6440
Fax: (320) 679-6441

April 10, 2023

Janelle Troupe
Executive Director, East Central Solid Waste Commission (ECSWC)
1716 180th Avenue
Mora, MN 55051

RE: ECSWC requesting Certificate of Need

Dear Ms. Troupe,

Kanabec County is sending this letter of estimated tonnages for the Certificate of Need (CON) request being submitted to the Minnesota Pollution Control Agency (MPCA) for the ECSWC Landfill. The estimates are for the years 2023-2032 for municipal solid waste (MSW) that will be sent to the ECSWC Landfill.

Because the MSW tonnage that is listed in the county's 2016 solid waste management plan is inconsistent with the present amount of MSW being sent to the ECSWC Landfill, the following waste estimates have been approved by the Kanabec County Board.

Estimated MSW Inputs (in tons) for 2023 – 2032 for Kanabec County to ECSWC Landfill

2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
10,477	10,501	10,525	10,549	10,573	10,597	10,622	10,646	10,671	10,695

The county's inconsistent estimates are higher due to the county's population holding steady when it was projected to decrease. There have been limitations on reporting of recycling numbers due to lack of reporting by businesses, self-hauling by citizens into other counties, and limited curbside pick-up options. Kanabec County continues to develop alternatives to landfilling through improving recycling opportunities, education, and yearly clean-up events.

Sincerely,

Kanabec County Board of Commissioners

CC: Heidi Ringhofer, MPCA Greater MN Planning Coordinator

10:35am Appointment

April 18, 2023

REQUEST FOR BOARD ACTION

a. Subject: Comfort Township Project	b. Origination: Comfort Township
c. Estimated time: 10 minutes	d. Presenter(s): Mike Fetzek, Comfort Township Supervisor

e. Board action requested:

Information to be provided at meeting.

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

April 18, 2023
10:50am Appointment Agenda
of Chad T. Gramentz, PE Public
Works Director

- | | |
|---------------------------------------|--------------------------|
| 1. Equipment Rental Quotes | Resolution #1 (04-18-23) |
| 2. SafeAssure OSHA Services Agreement | Resolution #2 (04-18-23) |
| 3. Bridge Design Services Agreement | Resolution #3 (04-18-23) |

Resolution #1 (4-18-23)
Equipment Rental and Service Bids

WHEREAS, annual quotes were received for equipment rental rates and services, and

WHEREAS, Kanabec County may require various equipment and services throughout the year;

WHEREAS an abstract of quotes was presented before the Board, and

THEREFORE, BE IT RESOLVED to accept all quotes as submitted, and

BE IT FURTHER RESOLVED, that the Public Works Director is directed to utilize the quotes as necessary based on the availability of the lowest responsible price.

Resolution #5 (4-18-23)
Employee Safety Training

WEHREAS Federal and Minnesota OHSA's require that employers provide and document proof of necessary safety training for its employees, and

WEHREAS the Kanabec County Board of Commissioners are concerned for the safety of their employees, and

WHEREAS the County Safety Officer recommends obtaining the services of SafeAssure to provide a review of the County Safety program and necessary training for 2023, and

BE IT RESOLVED that the Safety Officer is authorized to sign a contract with SafeAssure to provide OSHA compliance assistance and training for 2023, and

BE IT FURTHER RESOLVED that the cost of this service is not to exceed \$9,466.22

Resolution #3 (4-18-23)
Bridge Design Services for Br. 33519

WHEREAS, Kanabec County has been awarded federal funds for replacement of bridge no. 33519 on CSAH 17 over Mud Creek, and

WHEREAS, Widseth has provided a quote for \$57,265.00 for professional engineering services including survey, hydraulic analysis, structural design, permitting, and associated tasks, and

WHEREAS said quote was presented before the Board, and

THEREFORE, BE IT RESOLVED to accept the quote of \$57,264.00 by Widseth for bridge design services.

		J and J Ringler Enterprises	Ziegler
Line Item	Item Description		
1a	list model	310SL extendahoe	420
1b	Dig Depth	17'	17' 11"
1c	hourly w/operator	\$120/hr	
1d	weekly w/operator	\$4800/wk	
1e	hourly w/out operator		
1f	weekly w/out operator		\$1300/wk

		Crawford Equipment	Hjort excavating	R.C Habeck Exc. LLC	Rydberg and Sons Inc.	Ziegler
Line Item	Item Description					
Mini	list model	E10	60	Kubota KX91-3		305
Mini	weight	2,593	13,700	7,110		11,500
Mini	bucket	10"	24"flat/48"ditch	1' or 1.5'		24"
Mini	thumb or fixed			thumb		Hyd
Mini	hourly w/operator		\$135/hr	\$115/hr		
Mini	weekly w/operator					
Mini	hourly w/out operator	\$202.50/day	\$100/hr	\$30/hr		
Mini	weekly w/out operator	\$675/wk	\$1200/wk	\$900/wk		\$1300/wk
Medium	list model	E35	160	Hiatachi 200LC	Volvo 160	317 GL
Medium	weight	7,800	40,000	50,000	36,000	40,000
Medium	bucket	12"-36"		1.5cy		48"
Medium	thumb or fixed		Thumb	fixed	1 cy hyd	Either
Medium	hourly w/operator		\$150/hr	\$160/hr	\$150/hr	
Medium	weekly w/operator			\$6400/wk	\$6000/wk	
Medium	hourly w/out operator	\$270/day	\$115/hr	\$75.00/hr	\$125/hr	
Medium	weekly w/out operator	\$990/wk	\$2500/wk	\$3000/wk	\$5000/wk	\$3385 w/thumb or \$3150 wo/wk
Large	list model	135	210	Hiatachi 350LC	JD 350	336GL
Large	weight	30,800	55,000	76,000	77,000	84,000
Large	bucket	42"		3.5cy		54"
Large	thumb or fixed		Thumb		3 yd	Either
Large	hourly w/operator		\$165/hr	\$200/hr	\$190/hr	
Large	weekly w/operator			\$8000/wk	\$7600/wk	
Large	hourly w/out operator	\$517.50/day	\$130/hr	\$100/hr	\$170/hr	
Large	weekly w/out operator	\$2070/wk	\$2800/wk	\$400/wk	\$6800/wk	\$6220 w/thumb or \$5900 wo/wk
Long Stick	list model		350		Volvo 360	326LR
Long Stick	weight		85,000		90,000	65,000
Long Stick	bucket				30' reach	60' reach/60"bucket
Long Stick	thumb or fixed		no long stick			
Long Stick	hourly w/operator		\$180/hr		\$215/hr	
Long Stick	weekly w/operator				\$8600/wk	
Long Stick	hourly w/out operator		\$160/hr		\$175	
Long Stick	weekly w/out operator		\$4500/wk		\$7600/wk	\$6840/wk

		Crawford Equipment	Hjort excavating	R.C Habeck Exc. LLC	Rydborg and Sons Inc.	Ziegler
Line Item	Item Description					
Small	list model		650K	700A	650	D3LGP
Small	weight		22,500	30,000	25,000	22,000
Small	4 or 6 way blade		6 way	6 way	6 way	6 way
Small	hourly w/operator		\$150/hr	\$160/hr	\$145/hr	
Small	weekly w/operator			\$6400/wk	\$5800/wk	
Small	hourly w/out operator		\$120/hr	\$75.00/hr	\$125/hr	
Small	weekly w/out operator		\$2500/wk	\$3000/wk	\$5000/wk	\$2745/wk
Medium	list model	550	750K	850C	D6n	D5LGP
Medium	weight	20,000	38,000	50,000	25,000	40,500
Medium	4 or 6 way blade	4 way	6 way	6 way w/ripper	6 way	6 way
Medium	hourly w/operator		\$175/hr	\$225/hr	\$190/hr	
Medium	weekly w/operator			\$9000/wk	\$7600/wk	
Medium	hourly w/out operator	\$360/day	\$155/hr	\$150/hr	\$170/hr	
Medium	weekly w/out operator	\$1440/wk	\$5700/wk	\$6000/wk	\$6800/wk	\$4960/wk
Large	list model				D8R	D6LGP
Large	weight				76,500	50,000
Large	4 or 6 way blade				4 way	4 way
Large	hourly w/operator				\$275/hr	
Large	weekly w/operator				\$11,000/wk	
Large	hourly w/out operator				\$250/hr	
Large	weekly w/out operator				\$10,000/wk	\$6450/wk

<i>Blading</i>		R.C Habeck Exc. LLC	Rydberg and Sons Inc.	Ziegler
Line Item	Item Description			
1a	model	JD 772GP	JD 772BH	140
1b	HP	250	200	231
1c	hourly w/operator	\$210/hr	\$145/hr	
1d	weekly w/operator	\$8400/wk	\$5800/wk	
1e	hourly w/out operator	\$125/hr	\$120/hr	
1f	weekly w/out operator	\$5000/wk	\$5000/wk	\$5170/wk

Line Item	Item Description	Hjort excavating		Pavement resources	R.C Habeck Exc. LLC	Rydberg and Sons Inc.
1a	model	624L w/Scale	744K w/Scale	Case 621H	JD 624J	980G
1b	bucket size	3.5cy	5.5cy	3cy	3.5cy	8cy
1c	hourly w/operator	\$150/hr	\$180/hr		\$150/hr	\$150/hr
1d	weekly w/operator				\$6000/wk	\$6000/wk
1e	hourly w/o operator	\$130/hr	\$150/hr		\$70/hr	\$130/hr
1f	weekly w/o operator	\$4800/wk	\$5500/wk	\$1700/wk	\$2800/wk	\$5200/wk

		R.C Habeck Exc. LLC	Rydberg and Sons Inc.	Ziegler
Line item	Item description			
1a	model	JD 9520 w/1810E	TS14	627
1b	capacity	18cy	14 CY	24 Cy
1c	type	pull	self propelled	twin engine
1d	hourly w/operator	\$225/hr	\$195/hr	
1e	weekly w/operator	\$900/wk	\$7800/wk	
1f	hourly w/o operator		\$175/hr	
1g	weekly w/o operator		\$6800/wk	\$3020/wk

Line item	Item description	
1a	axels	
1b	GVWR	
1c	underbody (yes or no)	
1d	hourly	
1e	weekly	

Line item	Item description	Hjort excavating		Ziegler
1a	model	300	740 or 410	730
1b	capacity	30 Ton	40 Ton	30cy
1c	hourly w/operator	\$220/hr	\$235/hr	
1d	weekly w/operator			
1e	hourly w/o operator	\$180/hr	\$200/hr	
1f	weekly w/o operator	\$5500/wk	\$7000/wk	\$6520/wk

Line item	Item description	Crawford Equipment	Hjort excavating	Jims Equipment Inc.
1a	capacity	40,000	110,000	130,000
1b	price/hr	\$125/hr	\$175/hr	\$155/hr (\$350 minimum)
1c	price/mi	3.87/mi		

		Roeschlein Farms
Line item	Item description	
1a	model	JD 6430 w/vermeer BPX9010
1b	bale weight	1100# - 1200#
1c	price/hr	\$100 hr (3 hr min)
1d	price/bale	or Alt \$100/ bale, hrly rate incl.

		Rydberg and Sons Inc.
Line item	Item description	
1a	capacity	5000 gal
1b	price/day	\$800/day

		Rydberg and Sons Inc.
Line item	Item description	
1a	capacity	5000 gal
1b	price/day	\$140/hr

		Hjort excavating	Rydberg and Sons Inc.
Line item	Item description		
1a	# of axels	6	Tandem
1b	capacity	21.5 Ton	32,000
1c	price/hr	\$135/hr	\$105/hr

		Hjort excavating	R.C Habeck Exc. LLC	Rydberg and Sons Inc.
Line item	Item description			
1a	capacity	24.5	55,000#	48,000#
1b	price/hr	\$145/hr	\$130/hr	\$109/hr

		Hjort excavating	Rydberg and Sons Inc.
Line item	Item description		
1a	# of axels	(end dump)	
1b	capacity	25.5 Ton	44,000#
1c	price/hr	\$145/hr	\$120/hr

Wheel - 8000#/HP 74

		Crawford Equipment	Hjort excavating	J and J Ringler Enterprises	Rydberg and Sons Inc.	Ziegler
Line item	Item description					
1a	model					CAT262
1b	hourly w/operator		\$110/hr		\$120/hr	
1c	weekly w/operator				\$4800/wk	
1d	hourly w/o operator	\$189/day	\$100/hr		\$110/hr	
1e	weekly w/o operator	\$675/wk	\$1000/wk		\$4400/wk	\$970/wk

Track - 10000#/HP 90

		Crawford Equipment	Hjort excavating	J and J Ringler Enterprises	Rydberg and Sons Inc.	Ziegler
Line item	Item description					
1a	model					CAT 299
1b	hourly w/operator		\$130/hr	\$120/hr	\$135/hr	
1c	weekly w/operator			\$4800/wk (40 hrs)	\$5400/wk	
1d	hourly w/o operator	\$405/day	\$105/hr		\$120/hr	
1e	weekly w/o operator	\$1530/wk	\$2000/wk		\$4800/wk	\$2195/wk

24" w/wheel powered unit		Ziegler
Line item	Item description	
1a	model	Cat 246 w/pc306
1b	price/week	\$2860/wk

40" w/wheel powered unit		Ziegler
Line item	Item description	
1a	model	Cat 246 w/pc310
1b	price/week	\$2960/wk

		Pavement resources
Line item	Item description	
1a	price/load	\$4,200/Day*
		*Each day = 7 tons patch mix or 7 hrs on job site whichever comes first

Line item	Item description	
1a	price/hr	

		Central Applicators
Line item	Item description	
1a	Application Unit	truck mounted spray unit w/ nurse tank
1b	price/hr	\$70.00/hr
1b	Application Unit	tractor mounted unit w/ 30' spray wand
1b	price/hr	\$75.00/hr
1b	Application Unit	Four-wheeler mounted spray unit w/ 15' spray wand
1b	price/hr	\$65.00/hr
		HERBICIDE PRICES LISTED IN MISC.

Line item	Item description	
1a	service/equipment	
1b	price/hr	

		Knife River Corp. North Central	
Line item	Item description		
1a	pit location	Kollar Pit - 1540 110th Ave, Ogilvie	
1b	loaded by county or bidder	County	Bidder
1c	unit price/cy	\$6.25/cy	\$6.85/cy

		A&M Aggregate		Knife River Corp. North Central		R.C Habeck Exc. LLC		Rydberg and Sons Inc.	
Line item	Item description								
1a	pit location	A&M Aggregate		Kollar Pit - 1540 110th Ave, Ogilvie		Habeck Pit - Isle Harbor		16706 Groanagen Rd, Sandstone	
1b	loaded by county or bidder	County	Bidder	County	Bidder	Bidder		County	Bidder
1c	unit price/cy	\$7.00/cy	\$7.50/cy	\$6.40/cy	\$7.00/cy	\$9.00/CY		\$6.00/CY	\$6.75/CY

		A&M Aggregate	Knife River Corp. North Central	R.C Habeck Exc. LLC	Rydberg and Sons Inc.
Line item	Item description				
1a	pit location	A&M Aggregate	Kollar Pit - 1540 110th Ave, Ogilvie	Habeck Pit - Isle Harbor	Pine City Shop/Sturgeon Lake Pit
1b	loaded by county or bidder	County Bidder	County Bidder	Bidder	County Bidder
1c	unit price/cy	\$11.75/cy \$12.25/ cy	\$24.85/cy 25.45/cy	\$14.00/CY	\$22/CY \$26/CY

		Independent testing tech.
Line item	Item description	
1a	4" continuous flight augers(4'-16')	\$24.00/lf
1b	2" split tube sampler (up to 20')	\$32.00/lf

		Independent testing tech.
Line item	Item description	
1a	uncomplicated basic soils	\$1,000/ea

		EGT testing Earl Molin	Independent testing tech.	Rydberg and Sons Inc.
Line item	Item description			
1a	cost/unit	\$75/ea	\$100/ea	\$150/ea

Line item	Item description	
1a	cost	

CALCIUM CHLORIDE 38%		Knife River Corp. North Central
Line item	Item description	
1a	0.2 GAL	0.33/SY
1b	0.3 GAL	0.495/SY

CSSIH OR EQUAL 4:1		
Line item	Item description	
1a	0.2 GAL	
1b	0.3 GAL	

		Premier Asphalt
Line item	Item description	
1a	cost	\$6.00/SY

Line item	Item description	
1a	cost	

		Premier Asphalt	Rocon Paving Inc.
Line item	Item description		
1a	small area (50sy or less) price/SY	\$55/SY	\$50/SY
1b	paver laid bit - price/ton	\$150/ton	\$165/ton

		A&M Aggregate	Central Applicators	Hjort excavating
Line item	Item description			
1a	service/price	Pit Run - \$5.00/cu yd	Herbicide Prices	GPS Base Rover \$1,500/wk
		Base Material - \$6.00/cu yd	Trycera - \$142.00/ gal	\$4,800/mo
		Topsoil Screened - \$20.00/cu yd	Garlon 3A - \$142.00/gal	
			Escort - \$26.50/oz	
			Arsenal - \$349.00/gal	
			Activator - 75.08/gal	
			2-4-D - \$64.75/gal	
			Roundup - \$73.00/gal	
			Milestone - \$7.75/oz	
			Bare ground herbicide Treatment @ Kanabec County Equipment Yard & Gravel Pit - \$3610.00 (includes labor equipment & herbicides)	

J and J Ringler Enterprises	Ziegler
Brush Clearing w/Drum Mulcher	Massy Ferg. boom mower \$3735/wk
2022 CAT 299XE Land Management	CAT H115E hammer for 314 E \$2200/wk
2021 CAT HM 415C Drum Mulcher	CAT BA118 sweeper broom for Skid \$630/wk*
All Services \$150/hr	CAT BU118 pick up broom for skid \$510/wk*
	* Plus Brush Wear

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. The attached addendum and training schedule clarify written and training requirements.

The required standards that apply to Kanabec County are listed below:

A.W.A.I.R.

MN Statute 182.653

"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".

EMERGENCY ACTION PLAN

29 CFR 1910.35 THRU .38

"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".

CONTROL OF HAZARDOUS ENERGY

29 CFR 1910.147 &

MN Statute 5207.0600

"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".

HAZARD COMMUNICATIONS

29 CFR 1910.1200 &

MN Statute 5206.0100 thru 5206.1200

"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the work-place..."

RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES

29 CFR 1904

"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."

RESPIRATORY PROTECTION

29 CFR 1910.134

Written standard operating procedures governing the selection and use of respirators shall be established.

OCCUPATIONAL NOISE EXPOSURE

29 CFR 1910.95

The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels and shall ensure employee participation in such a program.

BLOODBORNE PATHOGENS

29 CFR 1910.1030

Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.

GENERAL DUTY CLAUSE

PL91-596

"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."

PERSONAL PROTECTIVE EQUIPMENT

1926.95 a)

"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

OVERHEAD CRANES

1910.179(j)(3)

Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity.....

ERGONOMICS

29 CFR PART 1910.900 THRU 1910.944

"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."

MOBILE EARTHMOVING EQUIPMENT

MN RULES 5207.1000

Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions.

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts. (Subparts represent multiple standards)

1910 Subparts

- Subpart D - Walking - Working Surfaces
- Subpart E - Means of Egress
- Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
- Subpart G - Occupational Health and Environmental Control
- Subpart H - Hazardous Materials
- Subpart I - Personal Protective Equipment
- Subpart J - General Environmental Controls
- Subpart K - Medical and First Aid
- Subpart L - Fire Protection
- Subpart M - Compressed Gas and Compressed Air Equipment
- Subpart N - Materials Handling and Storage
- Subpart O - Machinery and Machine Guarding
- Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
- Subpart Q - Welding, Cutting, and Brazing.
- Subpart S - Electrical
- Subpart Z - Toxic and Hazardous Substances

1926 Subparts

- Subpart C - General Safety and Health Provisions
- Subpart D - Occupational Health and Environmental Controls
- Subpart E - Personal Protective and Life Saving Equipment
- Subpart F - Fire Protection and Prevention
- Subpart G - Signs, Signals, and Barricades
- Subpart H - Materials Handling, Storage, Use, and Disposal
- Subpart I - Tools - Hand and Power
- Subpart J - Welding and Cutting
- Subpart K - Electrical
- Subpart L - Scaffolds
- Subpart M - Fall Protection
- Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
- Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
- Subpart P - Excavations
- Subpart V - Power Transmission and Distribution
- Subpart W - Rollover Protective Structures; Overhead Protection
- Subpart X - Stairways and Ladders
- Subpart Z - Toxic and Hazardous Substances
- Applicable MN OSHA 5205 Rules
- Applicable MN OSHA 5207 Rules
- Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

These programs/policies and procedures listed on the addendum do not include the cost of hardware such as labels, signs, etc. and will be the responsibility of Kanabec County to obtain as required to comply with OSHA standards.

Our Service Agreement year will begin on the signing of this Service Agreement. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

All documents and classroom training produced by SafeAssure Consultants for Kanabec County are for the sole and express use by Kanabec County and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure Consultants.

It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a Service Agreement year, will be made at no additional cost to Kanabec County.

All written programs/services that are produced by SafeAssure Consultants, Inc. are **guaranteed** to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse Kanabec County should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.

ADDENDUM
SAFETY PROGRAM RECOMMENDATIONS
Kanabec County

Written Programs & Training

A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

Employee Right to Know/Hazard Communication

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating MSDSOnline data base program

Lock Out/Tag Out (Control of Hazardous Energy)

- review/modify or write site specific program
- documented training of all personnel

Emergency Action Plan

- review/modify or write site specific program
- documented training of all personnel

Respiratory Protection

- review/modify or write site specific program
- documented training of all personnel

Bloodborne Pathogens

- review/modify or write site specific program
- documented training of all personnel

Cranes-Chains-Slings

- review/modify or write site specific program
- documented training of all personnel (inspections)

Hearing Conservation (Occupational Noise Exposure)

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

Personal Protective Equipment

- review/modify or write site specific program
- documented training of all personnel

Powered Industrial Trucks/Forklifts

- review/modify or write site specific program
- documented training of all personnel
- testing and licensing

Ergonomics

- review/modify or write site specific program
- documented training of all personnel
 - job hazards-recognition
 - control steps
 - reporting
 - management leadership requirements
 - employee participation requirements

Mobile Earthmoving Equipment

- review/modify or write site specific program
- documented training of all personal

General Safety Requirements

- review/modify or write site specific program
- documented training of all personnel

The "SafeAssure Advantage"

- On-Line training available for AWAIR, EAP, ERTK, ERGO, Bloodborne, Fire Extinguishers
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure "Client Discount Card" from Fastenal Stores or Catalogs (15% off any item)
- Job Hazard Analysis (JHA for more hazardous tasks/jobs)
- Training manual maintenance
- Safety manual maintenance
- Documented decibel testing
- Documented air quality readings-(CO2 testing in shops with 5 or more vehicle capacity)
- Documented foot-candle readings (if needed)
- OSHA recordkeeping
- General Duty Clause
- Assistance during an actual OSHA inspection
- General safety recommendations
- "ALERT" data base
- Unlimited consulting services

Service Agreement

THIS AGREEMENT is made this first day of May 2023 between Kanabec County, Mora, Minnesota, herein referred to as Kanabec County and SafeAssure Consultants, Inc. 200 S.W. Fourth Street, Willmar, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this Service Agreement, Kanabec County (upon request) with a current Certificate of Insurance with proper coverage lines and a minimum of \$2,000,000.00 in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Hartford" insurance companies.

SafeAssure further agrees that Kanabec County will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges Kanabec County, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify and hold harmless Kanabec County, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of Kanabec County, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

In consideration of this signed Service Agreement, for the period of Twelve Months from the signing month, SafeAssure Consultants, Inc. agrees to provide Kanabec County, the aforementioned features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, providing scheduled classroom-training sessions, writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of Kanabec County.

ANNUAL SERVICE AGREEMENT (no group)	\$ 9,466.22
MSDS ON-LINE SERVICES	\$ included
ANNUAL	\$9,466.22

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____
Kanabec County

X _____
Kanabec County

X 

SafeAssure Consultants, Inc.

040123

Date

CONFIRMATION OF REQUEST FOR ENGINEERING SERVICES

CLIENT: Kanabec County Highway Department**LOCATION:** Mora, Minnesota**SERVICE REQUESTED BY:** Chad Gramentz, PE**DATE:** April 6, 2023**PROJECT:** Replacement of Kanabec County Bridge 33519

DESCRIPTION OF WORK INVOLVED: Complete field topo and hydraulic survey. Prepare hydraulic analysis and bridge replacement plans and supporting documents, including permits and Project Memo as outlined in the attached Work Plan/Cost estimate for replacement of Kanabec County Bridge 33519 on CSAH 17 over Mud Creek. Preliminary and Final Plans will be submitted to Kanabec County and District State Aid for review and comments. Hydraulic Analysis will look at both box culvert and span bridge options, preliminary plan/profile sheets will be developed for each option and reviewed with the County for selection of preferred option. Cost based on replacement structure being a single or multiple span bridge.

ESTIMATED ENGINEERING COSTS:

Bridge Replacement Plans

WSN LABOR & EXPENSES

\$57,264.00

See attached Work Plan/Cost Estimate for breakdown of costs. Costs do not include Geotechnical Report which will be billed to County direct by provider.

TIME SCHEDULE FOR SERVICES: Complete signed plans by 8/15/2024, can be accelerated if requested by County.

BILLING METHOD:

- ☐ Hourly
☐ Percentage
☒ Lump Sum
☐ Other

BILLING SCHEDULE:

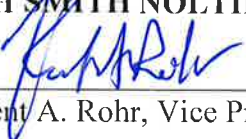
- ☒ Monthly
☐ Phased
☐ Upon Completion

REMARKS: Billing to be on a lump sum basis per attached Fee Schedule and General Provisions. WSN will not exceed stated cost without additional authorization from client.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:**APPROVED:****WIDSETH SMITH NOLTING & ASSOC INC**

BY:


Kent A. Rohr, Vice President

BY: _____

DATE:

ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

6-Apr-23

Approach grading costs based on 300'-500' of grading on each side of the bridge

2023 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$130 / Hour
Level II	\$155 / Hour
Level III	\$180 / Hour
Level IV	\$188 / Hour
Level V	\$200 / Hour
Technician	
Level I	\$ 87 / Hour
Level II	\$110 / Hour
Level III	\$130 / Hour
Level IV	\$145 / Hour
Level V	\$160 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$135 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$105 / Hour
Administrative Assistant	\$ 82 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

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ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

11:00am Appointment

April 18, 2023

REQUEST FOR BOARD ACTION

a. Subject: Request to Fill 4-H Summer Assistant Position	b. Origination: U of M Extension
c. Estimated time: 10 minutes	d. Presenter(s): Nikki Priebe, 4-H Educator & Jan Derdowski, Youth Development Program Leader

e. Board action requested:

Request for permission to post the County Extension Summer Assistant position. This is a budgeted item in the County Extension Budget.

Resolution #__ – 4/18/23

WHEREAS the county has employed a 4-H Summer Assistant in past years, and

WHEREAS the board did budget for this position in 2023, and

WHEREAS the board desires to fill this position;

BE IT RESOLVED that the County Board authorizes the County Personnel Director to hire a 4-H Summer Assistant to refill the vacant position at \$15.00 per hour, or \$15.30 per hour if the person has prior experience as a Kanabec County 4-H Summer Assistant, and

BE IT FURTHER RESOLVED that the hours of work for this position be limited to those budgeted.

f. Background:

Two attached documents are 1) the job description for the position and 2) a document that states why this position is important.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Kanabec County Position Description

Extension Program Assistant

Exemption Status: Non-Exempt

Date: April 20, 2005

Updated: 2022

Department: Extension

Job Specifications

Factor	Level
Minimum Education:	High school graduate or equivalent
Minimum Job Related Experience:	None
Other Requirements	Valid MN Driver's License (preferred)
Supervision Given To:	None
Supervision Received From:	Local 4-H Extension Educator

Knowledge, Skills & Abilities Desired

- ▶ Knowledge of office procedures.
- ▶ Skilled in working with young people and adults
- ▶ Skilled in the use of office equipment, including computers and copiers/printers
- ▶ Some skills in oral and written communication
- ▶ Considerable ability to perform detailed work with a high degree of accuracy.
- ▶ Ability to establish and maintain effective working relationships with county officials, employees, and the general public.
- ▶ Ability to perform manual labor tasks involving some dexterity
- ▶ Ability to work productively as part of a team and express enthusiasm for Extension team efforts and individual program participant efforts.

Job Summary

This position is intended to provide hands-on experience for the staff member in this role while at the same time providing clerical support and office assistance to the County Extension programs held during the summertime at Kanabec County.

Some Examples of Essential Duties

In all duties, this position works according to good safety practices as posted,

instructed, discussed, and written in policy. Uses all safety devices provided for their protection and the protection of others. Reports any unsafe condition or act to their supervisor or the safety officer immediately.

1. Assists Local 4-H educator; SNAP-Ed Health & Nutrition educator; and regional Extension educators with educational summer 4-H or community programming
2. Assists with County Fair prep including coordinating programs, activities, and events for 4-H at the Kanabec County Fair.
3. Performs administrative duties including preparing paperwork, flyers, registration materials, educational handouts, database management, media relations, etc.
4. Provides customer services in person, by phone and email by providing information, referring to appropriate person or agency and taking messages.
5. Manages the required registration software systems for county and state fair participation. Works with local 4-H educator to set entry deadlines, print forms, develop show programs, keeps records, issues premium checks, reviews exhibitor forms and assists in collecting, reviewing and entering state fair 4-H paperwork.
6. Assists with 4-H membership recruitment, provides information to new families, guides the enrollment process and encourages family participation and support.
7. Assists with and sometimes leads activities with youth at summer programming, such as daycamps, project days, county fair, etc.
8. Follow the program guidelines of University of Minnesota Extension, the Minnesota 4-H program and Kanabec County.
8. Serves as a respectful, positive role model for youth and adults.
9. Performs other duties as required.

Physical Demand Analysis Summary

PHYSICAL DEMANDS IN THIS JOB WILL VARY AS THE PERSON'S DUTIES CHANGE. FOLLOWING IS AN ESTIMATED AVERAGE.

In a typical 5 hour work day, this person sits 1 hours, stands 2 hours and walks 2 hours. Some special physical demands include:

1. Up to 10% of the time requires carrying up to 24 pounds.
2. Up to 100% of the time requires seeing with near acuity and seeing a

- full field of vision.
4. Up to 100% of the time requires good verbal communication and hearing normal conversation.
 5. Up to 20% of the time requires seeing with far acuity.
 6. Up to 100% of the time requires good written communication, seeing with depth perception and being able to distinguish colors.
 7. Up to 10% of the time requires hearing high pitched or low pitched sounds.
 8. Up to 30% of the time requires reaching above shoulder level and pushing/pulling.
 9. Up to 10% of the time requires bending/stooping and crouching.
 10. Up to 70% of the time requires use of the hands at waist, chest and shoulder height.
 11. Up to 30% of the time requires use of the hands at ear, top of the head, and over the head heights.
-

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Kanabec County Extension Summer Program Assistant



The Extension Program Assistant position is essential for the County Extension Office to

provide the number of quality programs it does during the summer months. It takes all-hands-on-deck, including staff and volunteers to implement these quality youth and community efforts.

Wages and FICA are budgeted amounts in the County Extension 2023 budget. Budgeted amount for wages = \$5,700. This is 380 total hours, between 30-40 hours each week of the summer at \$15/hr.

For at least the last decade, the county board has authorized a summer Extension Assistant position to provide administrative assistance to the Extension Office during the high-traffic and busiest time for the office, during the summer months. Prior to that, the County Extension department had a full-time administrative assistant year-round that was shared with another county department.



This position is essential to providing a quality, hands-on educational experience for Kanabec County community residents. The Extension Assistant supports the Extension efforts for youth through the 4-H program, as well as supports the general office needs for SNAP-Ed health & nutrition education, the certified Master Gardener volunteers, and walk-in customers to the County Extension Office.

The Extension Assistant position is important because...

- By having a summer assistant, the 4-H Educator can focus on offering activities, being present with volunteers and youth, as well as, leading summer programming such as day camps, workshops and summer events.
- Summer assistant helps to prepare for these Extension events by performing administrative duties such as preparing paperwork, posting to the website, taking registrations, creating items such as flyers, registration materials, educational handouts, database management, media relations, etc.
- At the county fair, the summer assistant can collect paperwork and enter the results, which will allow the County 4-H Educator to be at the livestock shows and provide public relations and interact with 4-H families, volunteers and the general public.

11:10am Appointment

April 18, 2023

REQUEST FOR BOARD ACTION

a. Subject: Six-Month EDA Update	b. Origination: Kanabec County EDA
c. Estimated time: 15 minutes	d. Presenter(s): EDA Director, Jim Hartshorn

e. Board action requested:

Discussion only at this time.

f. Background:

See attached update.

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:	4/11/23
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Coordinators Comments:

Updates to County Board (Six Months) – 4/18/2023

HOUSING DEVELOPMENT:

- Exposed Kanabec County to multiple housing developers through various resources, including attending conferences, events and calling and scheduling visits.
- Established a good working relationship with the staff at the City of Mora. We also established what our roles would be when working with developers.
- Kirsten Faurie – Comm. Dev. Director for the City of Mora and I drafted a map/information showing available sites for housing projects in Mora. We came up with several - including the former high school building. We are currently working with Dan Voce superintendent of school district on drafting next steps after they move to their new site. Possible RFP.
- Toured various institutions or organizations, some of these included the new Mora High School Building, Welia Health Center, Mora Airport, Vasaloppet building, met with MN Dept. of Employment and Economic Development Reps. (DEED). The purpose of these visits were to provide us with information to add to a packet to hand out to developers.
- Contacted 14 housing developers to discuss opportunities for housing projects in Kanabec County. Eight of these developers have agreed to travel to Mora for a tour of possible sites. Four visits were cancelled due to bad weather. Kirsten Faurie and I were able to meet with the other developers and provided them with a tour of vacant sites for housing projects. Two other developers committed to taking the tour in May. From of these visits:
 - We received a commitment from a developer interested in a senior housing project. I wrote a grant application and we were awarded \$2,500 from the Initiative Foundation to help pay for a market study (required by bank). The developer provided a \$2,500 match and now a housing study is under way.
 - One of the developers from the housing site tour has already made an offer on one of the sites for a townhome project.
 - Another developer mentioned that they are interested in submitting an offer for one of the properties.
- Worked with the City Clerk of Ogilvie and a developer from Blue Waters Development Company to draft a development agreement for a 24-unit townhome project (six buildings with 4 units) that will start construction this spring.
- Attended various housing conferences, including ECHO and MNCAR and came back with several leads that I followed up on.

- I plan to reach out to other county-wide communities to discuss their needs this summer.

PROMOTING & BUILDING OUR BUSINESS COMMUNITY:

- Recently attended Hwy. 23 Coalition Day at the Capitol Event.
- Attended Hwy. 23/65 Open House at Mora City Hall.
- Working with the SBDC to schedule Business Retention and Expansion visits - including Industrial businesses. We have already visited most of the industrial businesses in Mora's and Braham's Industrial Parks.
- Attended eight Township Board meetings and I am still scheduling visits with the rest of them. Mostly to provide updates and build stronger partnerships.
- Lonnie Ness, EDA President and I visited with Hillman and Brunswick Townships to update them on previous and current EDA projects. We also requested that they join the EDA, as there are still four townships that have not contributed funds to the EDA. We provided the *attached* information and will follow up in near the future.
- Working towards one County-Wide Business List. I have received many business listings from the SBDC and local Chamber of Commerce. I hope to gather more information from business retention visits.
- Working with City Coordinator of Braham regarding a new industrial prospect.
- Working with staff from the City of Mora on expanding two industrial businesses and also one new business for their industrial park.
- Updated the EDA's Web Site – developer friendly.
- Waiting to hear about becoming a Small Business Development Consultant – with the East Central Regional Development Commission.
- Attended the Community Venture Network (CVN) Event last December and will again in May 2023. I followed up with four industrial prospects as a result of this event.
- Consulted with three industrial and two commercial prospects – reviewed business plans and financial information and made recommendations.
- Marketed the Property Assessed Clean Energy (PACE) Program on the EDA's web site.
- Maintained a list of vacant commercial and industrial properties.
- Met with community leaders from Mora, Quamba, Ogilvie, and Grasston to build stronger partnerships with these communities.

BROADBAND:

- I met with Ty Houglum, CP/CIO and Lana Black, Business Accounts Specialist and Projects Lead of East Central Energy, to discuss overall broadband programs and their involvement with the previous round of DEED grant funds. They mentioned that they are seeking a second round of DEED grant funds and I offered to help in any way I can.
- As you probably know, East Central Energy Cooperative (ECE) received \$15 million grant from the DEED. They sought after a second round of grant funds. I

visited with the four townships (Peace, Pomroy, Whited, and Kroschel), as they are served by ECE. I updated the Township Boards on my activities and also discussed the ECE's application for a second round of grant funding. I requested that they provide a letter of support and/or a monetary contribution.

- In process of identifying current providers and conducting provider interviews.
- In the process of identifying funding partners and potential local government development partners.

CONNECTING BUSINESSES TO TRAINING RESOURCES:

- Business Retention & Expansion visits (commercial & industrial) are scheduled for May, 2023. Already visited with 4 industrial and 4 commercial businesses.
- Working on compiling a list of available trainings around the County. I plan to connect the businesses from that list to the SBDC, DEED, SCORE, and Initiative Foundation's web sites.
- Planning on holding Industrial appreciation events during manufacturing month in October, 2023.

SUPPORTING CHILD CARE GROWTH OPPORTUNITIES:

- Active member of the Childcare Capacity Committee. The purpose is to increase more childcare slots in Kanabec County.
- In process of updating the Child Care Supply Plan.
- Identified funding/technical resources. Pine Tech offers a certificate program to future child care workers and facility owners.
- Started Business Retention & Expansion visits to childcare centers which help the committee determine their needs and future plans.
- I am currently consulting with a possible new childcare provider and have linked them to technical and financial resources.

Marketing/Exposure - attended the following Events, Conferences and Seminars:

1. MN Association of Commercial Relator's (MNCAR'S) - Fall Conference
2. East Central Regional Development Commission – Fall/Spring Brainstorming Visits
3. Community Venture Network (CVN) – Winter Conference
4. Economic Development Association of MN (EDAM) - Winter Conference
5. East Central Housing Organization (ECHO) - Winter Housing Conference
6. Association of MN County's Economic Development Committee (MAPCED)
7. Initiative Foundation - Zoom Meetings
8. GPS: 45/93 Events and Committee Meetings
9. Hwy. 23 Coalition Day at the Capitol
10. SBDC Regional Consultant Meetings
11. Childcare Capacity Committee Meetings
12. Dept. of Employment and Economic Development (DEED)
 - a. Launch MN Spring Event
 - b. MN Marketing Partnership Spring Event

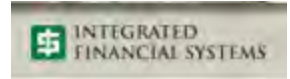


REVENUES & EXPENDITURES BUDGET REPORT

Budget Name for Report: 2023 County Final		Page Break Option:	1	1 - Page Break by FUND
Include on the Report:	1	1 - All G/L Accounts		2 - Page Break by DEPT
		2 - Only G/L Accounts with Budget Amounts		
		3 - Only G/L Accounts without Budget Amounts		
Report Thru:	03/2023	Report Basis:	1	1 - Cash
				2 - Modified Accrual
				3 - Full Accrual
Save Report:	N			
Comment:				
FUND	Range	From 9	Thru 9	

kelsey
4/10/23 9:52AM

**** Kanabec County ****



REVENUES & EXPENDITURES BUDGET REPORT As of 03/2023

Page 2

9 FUND Economic Development Authority

Report Basis: Cash

		<u>Status</u>	<u>Percent of Year</u>		<u>25% % of BDG</u>
<u>Account Number</u>			<u>Quarter To Date</u>	<u>Year To Date</u>	
701 DEPT	Economic Development				
----- REVENUES -----					
09-701-000-0000-5001	Property Taxes - Rp Current		2,395.40-	2,395.40-	138,514.00- 2
09-701-000-0000-5290	Local & County Grants		2,500.00-	2,500.00-	0.00 0
09-701-000-0000-5760	Sponsorships & Contributions		0.00	0.00	2,000.00- 0
09-701-000-0000-5989	Fund Balance-Planned Use		0.00	0.00	30,000.00- 0
----- EXPENDITURES -----					
09-701-000-0000-6103	Salaries - Regular		21,242.40	21,242.40	93,344.00 23
09-701-000-0000-6111	Per Diems		0.00	0.00	3,000.00 0
09-701-000-0000-6130	VEBA - County Share		318.00	318.00	0.00 0
09-701-000-0000-6153	Health Insurance - County Share		2,240.19	2,240.19	10,232.00 22
09-701-000-0000-6163	Pera - County Share		1,593.18	1,593.18	7,001.00 23
09-701-000-0000-6175	Fica - County Share		1,615.11	1,615.11	7,141.00 23
09-701-000-0000-6204	Cell Phone EDA		123.40	123.40	0.00 0
09-701-000-0000-6205	Postage EDA		7.85	7.85	435.00 2
09-701-000-0000-6211	Marketing Services & Charges		56.16-	56.16-	8,000.00 -1
09-701-000-0000-6245	Registration & Membership Dues		1,320.00	1,320.00	2,500.00 53
09-701-000-0000-6275	Consulting, Attorney & Legal Fees		269.00	269.00	2,500.00 11
09-701-000-0000-6289	Staff Development		350.00	350.00	3,000.00 12
09-701-000-0000-6331	Mileage & Meals		275.52	275.52	160.00 172
09-701-000-0000-6356	Property & Casualty Insurance		2,178.00	2,178.00	2,178.00 100
09-701-000-0000-6357	Workers Compensation Insurance		1,723.00	1,723.00	1,723.00 100
09-701-000-0000-6411	Supplies		117.03	117.03	750.00 16
09-701-000-0000-6567	Gasoline & Oil		148.03	148.03	2,000.00 7
09-701-000-0000-6818	Tax Rebate Payments		23,242.64	23,242.64	20,000.00 116
09-701-000-0000-6880	General Administration		2,050.00	2,050.00	2,550.00 80
09-701-000-8250-6692	Vehicle Leases		0.00	0.00	4,000.00 0
0 PROGRAM	Totals No Program	Revenue	4,895.40-	4,895.40-	170,514.00- 3
		Expend.	58,757.19	58,757.19	170,514.00 34
		Net	53,861.79	53,861.79	0.00 0
701 DEPT	Totals Economic Development	Revenue	4,895.40-	4,895.40-	170,514.00- 3
		Expend.	58,757.19	58,757.19	170,514.00 34
		Net	53,861.79	53,861.79	0.00 0

kelsey
4/10/23 9:52AM

**** Kanabec County ****



REVENUES & EXPENDITURES BUDGET REPORT As of 03/2023

Page 3

9 FUND Economic Development Authority

Report Basis: Cash

<u>Account Number</u>		<u>Status</u>	<u>Quarter</u> <u>To Date</u>	<u>Year</u> <u>To Date</u>	Percent of Year <u>Budget</u>	25% <u>% of</u> <u>BDG</u>
9 FUND	Totals Economic Development Authority	Revenue	4,895.40-	4,895.40-	170,514.00-	3
		Expend.	58,757.19	58,757.19	170,514.00	34
		Net	53,861.79	53,861.79	0.00	0
FINAL TOTALS	24 Accounts	Revenue	4,895.40-	4,895.40-	170,514.00-	3
		Expend.	58,757.19	58,757.19	170,514.00	34
		Net	53,861.79	53,861.79	0.00	0

11:25am Appointment

April 18, 2023

REQUEST FOR BOARD ACTION

a. Subject: Reevaluation results	b. Originating Department: County Coordinator
c. Estimated time: 5 Minutes	d. Presenter(s): Kim Christenson

e. Board action requested:

Approve the attached resolutions for the Highway Dept job descriptions. Resolutions are on pages 2-5.

f. Background:

Table below shows final points

Title	Current Total Points	Recommended Total Points	Current Grade	Recommended Grade
Heavy Equipment Operator I	213	231	7	8
Sign Technician	251	278	9	10
Heavy Equipment Operator II	250	270	9	10
Heavy Equipment Operator III	272	296	10	11
Hwy Maintenance Lead Worker	329	343	12	13
Mechanic	308	321	11	12
CADD Technician	314	335	12	12
Senior Engineering Technician	371	388	14	14

Supporting Documents: None **Attached:** ☒

Date Received in County Coordinator's Office:

N/A

Coordinators Comments:

None

Resolution #__a - 04/18/23

Heavy Equipment Operator I Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Heavy Equipment Operator I position is on the rotation schedule for 2023, and

WHEREAS the HR Specialist has submitted the updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 7 to Grade 8 based on an increase in overall points;

BE IT RESOLVED that it is the decision of the County Board to accept the changes to the job descriptions and approve the wage consultant's recommendations;

BE IT FURTHER RESOLVED to accept the ranking for the "Heavy Equipment Operator I" position, which results in Pay Range 8;

BE IT FURTHER RESOLVED that this change is effective January 1, 2024.

Resolution #__b - 04/18/23

Heavy Equipment Operator II Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Heavy Equipment Operator II position is on the rotation schedule for 2023, and

WHEREAS the HR Specialist has submitted the updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 9 to Grade 10 based on an increase in overall points;

BE IT RESOLVED that it is the decision of the County Board to accept the changes to the job description and approve the wage consultant's recommendations;

BE IT FURTHER RESOLVED to accept the ranking for the "Heavy Equipment Operator II" position, which results in Pay Range 10;

BE IT FURTHER RESOLVED that this change is effective January 1, 2024.

Resolution #__c - 04/18/23

Heavy Equipment Operator III Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Heavy Equipment Operator III position is on the rotation schedule for 2023, and

WHEREAS the HR Specialist has submitted the updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 10 to Grade 11 based on an increase in overall points;

BE IT RESOLVED that it is the decision of the County Board to accept the changes to the job description and approve the wage consultant's recommendations;

BE IT FUTHER RESOLVED to accept the ranking for the "Heavy Equipment Operator III" position, which results in Pay Range 11;

BE IT FURTHER RESOLVED that this change is effective January 1, 2024.

Resolution #__d - 04/18/23

Sign Technician Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Sign Technician position was not on the rotation schedule for 2023 but was agreed upon to be reviewed in 2023, and

WHEREAS the HR Specialist has submitted the updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 9 to Grade 10 based on an increase in overall points;

BE IT RESOLVED that it is the decision of the County Board to accept the changes to the job description and approve the wage consultant's recommendations;

BE IT FUTHER RESOLVED to accept the ranking for the "Sign Technician" position, which results in Pay Range 10;

BE IT FURTHER RESOLVED that this change is effective January 1, 2024.

Resolution #__e - 04/18/23

Highway Maintenance Lead Worker Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Highway Maintenance Lead Worker position was not on the rotation schedule for 2023 but was agreed upon to be reviewed in 2023, and

WHEREAS the HR Specialist has submitted the updated job descriptions and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 12 to Grade 13 based on an increase in overall points;

BE IT RESOLVED that it is the decision of the County Board to accept the changes to the job description and approve the wage consultant's recommendations;

BE IT FUTHER RESOLVED to accept the ranking for the "Highway Maintenance Lead Worker" position, which results in Pay Range 13;

BE IT FURTHER RESOLVED that this change is effective January 1, 2024.

Resolution #__f - 04/18/23

Mechanic Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Mechanic position was not on the rotation schedule for 2023 but was agreed upon to be reviewed in 2023, and

WHEREAS the HR Specialist has submitted the updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 11 to Grade 12 based on an increase in overall points;

BE IT RESOLVED that it is the decision of the County Board to accept the changes to the job

description and approve the wage consultant's recommendations;

BE IT FUTHER RESOLVED to accept the ranking for the "Mechanic" position, which results in Pay Range 12;

BE IT FURTHER RESOLVED that this change is effective January 1, 2024.

Resolution #__g - 04/18/23

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the HR Specialist has submitted updated job descriptions and physical analysis to the wage consultant at MRA for evaluation for the following two positions:

- CADD Technician
- Senior Engineering Technician

WHEREAS the wage consultant has examined and evaluated the job descriptions and recommends the above job titles remain at the same pay grade;

BE IT RESOLVED that it is the decision of the county board to accept the job descriptions and approve the wage consultant's recommendations for the above job titles.

Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

April 4, 2023

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, April 4, 2023 pursuant to adjournment with the following Board Members present in person: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Others Present: Board Clerk Kris McNally and Recording Secretary Kelsey Schiferli.

The meeting was held in the County Board Room and via WebEx for anyone wishing to attend virtually.

The Chairperson called the meeting to order at 9:00am and led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the agenda as presented.

Action #2 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the March 21, 2023 minutes as presented.

9:01am – The Chairperson called for public comment. Those that responded included:

Lisa Goranson	Comments regarding union negotiations between the Local 363 and the County, including requests for competitive wages, PTO, staff turnover, and to recognize Juneteenth as a holiday.
Abby Malecha	Comments regarding union negotiations the Local 363 and the County, including her reasons for resignation.

9:08am - The Chairperson closed public comment.

Action #3 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
AT&T Mobility	1,510.51
City of Mora	253.53
City of Mora	1,561.20
Crider, Grant	3,513.21
Dearborn National Life Insurance Co	646.56
East Central Energy	82.60
Health Partners	7,085.27
Holznagel, Keith	202.20
Kanabec County Auditor - Treasurer	10,223.64
Kubesh, JohnClair	10,916.98
Life Insurance Company of North America	594.77
Marco	176.00
Minnesota Energy Resources Corp	16,238.80
Quality Disposal	262.30
Segelstrom, Chad	835.88
Smith, Trenton	7.73
The Hartford Priority Accounts	6,816.31
Verizon Wireless Aircards	1,335.36
VSP Insurance Co	544.06
19 Claims Totaling:	<u>\$ 62,806.91</u>

Action #4 – It was moved by Wendy Caswell, seconded by Alison Holland and carried unanimously to approve the following claims on the funds indicated:

Revenue Fund

<u>Vendor</u>	<u>Amount</u>
1st Choice Document Destruction	72.00
1st Choice Document Destruction	72.00
1st Choice Document Destruction	206.40
1st Choice Document Destruction	30.00
1st Choice Document Destruction	36.00
1st Choice Document Destruction	72.00
1st Choice Document Destruction	6.00
Accurate Controls Inc	145.00
Ace Hardware	137.60
Ace Hardware	34.98

Adam's Pest Control	125.00
Adam's Pest Control	125.00
Alpine Diversified Services Inc.	725.00
Armed Forces Reserve & Community Center	60.00
Aspen Mills	69.99
Aspen Mills	184.91
Aspen Mills	250.49
Aspen Mills	738.83
Aspen Mills	1,482.78
Auto Value	45.98
Auto Value	13.99
Auto Value	31.97
Baycom	2,819.00
Baycom	8,457.00
Bliss, Erica	150.11
Bliss, Erica	23.78
Bob Barker	1,134.52
Children's Hospitals and Clinics of MN	500.00
Cook, Brandon	32.75
Curtis, Michael	392.35
EATI	718.55
ECM Publishers	584.80
Electric Motor Service, Inc	522.37
Electric Motor Service, Inc	217.22
Fox Run Kennels	150.00
Grainger	202.85
Granite Electronics	334.00
Granite Electronics	207.45
Handyman's Inc	1,281.33
Hartshorn, Jim	215.43
Hippen, Derek	200.00
Hirsch, Dean	104.37
Hoefert, Robert	1,185.55
Hohn's Auto Body & Glass	7,008.81
Horizon Towing	241.59
Kanabec County Auditor-Treasurer	792.95
Kanabec County Community Health	9,752.38
Kanabec County Highway Dept	31.23

Kanabec County Highway Dept	195.14
Kanabec Publications	3,152.79
Marco	3,267.40
Marco	273.00
Menards	906.95
Mora Bakery	16.86
Northstar Computer Forms, Inc.	175.70
Obrycki, Chaz	169.29
Office Depot	50.03
Pine City Animal Hospital	275.00
Quadient Leasing USA, Inc.	2,086.20
Ramsey County	530.00
Regents of the University of MN	19,670.25
Ripka, Peter	128.41
Ripka, Peter	18.60
Risk & Needs Assessment, Inc.	192.00
RS Eden	6.80
RS Eden	385.58
SHI	62.88
SIRCHIE	64.44
Snyder, Denise	100.00
State of Minnesota - BCA	75.00
State of Minnesota - BCA	75.00
Stellar Services	72.83
Stellar Services	218.82
Stellar Services	163.21
Street Cop Training	398.00
Summit Food Service Management	4,011.88
Summit Food Service Management	4,047.19
Summit Food Service Management	3,985.13
Summit Food Service Management	3,992.62
Summit Food Service Management	3,927.45
SwipeClock LLC	332.00
Van Alst, Lillian	1,156.08
VC3, Inc.	87.50

83 Claims Totaling: \$ 96,196.34

Road & Bridge Fund

Vendor	Amount
Andy's Towing	622.59
Aramark	343.15
Beaudry Oil & Propane	21,795.95
Berndt, Steve	99.56
Bjorklund Companies	3,170.38
Central McGowan	107.58
Central Pension Fund	655.80
EATI	232.58
Kanabec County Highway Dept	107.53
Kanabec Publications	102.60
MN Dept of Transportation	453.63
North Central International	274.60
Northern States Supply	206.87
Nuss Truck	301.85
Scott's Lawn & Landscapes	10,422.50
15 Claims Totaling:	\$ 38,897.17

Action #5 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #5 – 4/4/23

SCORE CLAIMS

WHEREAS the board has been presented with claims for recycling efforts to be paid from SCORE Funds, and

WHEREAS these claims have been reviewed, tabulated and approved by the Kanabec County Solid Waste Officer, and

WHEREAS SCORE Funds appear adequate for the purpose;

BE IT RESOLVED to approve payment of the following claims on SCORE Funds:

Waste Management	\$1,001.45
Quality Disposal	\$3,313.20
Arthur Township	\$500.00
Total	\$4,814.65

Action #6 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #6 – 4/4/23

WHEREAS the Kanabec County Board of Commissioners has been presented with a request for lawful gambling within Kanabec County, and

WHEREAS the application was complete, included all necessary documentation, appears in accordance with County Policies and the applicant and facility owners are in good standing with the County;

BE IT RESOLVED to approve the Premises Permit Application for the Ogilvie Lions Club for charitable gambling to be held at Fish Lake Resort, 674 Fish Lake Drive, Mora, MN 55051.

Action #7 – It was moved by Wendy Caswell, seconded by Tom Roeschlein and carried unanimously to recess the meeting at 9:18am to a time immediately following the Community Health Board.

The Kanabec County Community Health Board met at 9:18am on Tuesday, April 4, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Community Health Director Kathy Burski presented the Community Health Board Agenda.

Action #CH8 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the Community Health Board agenda as presented.

Community Health Director Kathy Burski gave the Director's Report.

Action #CH9 – It was moved by Wendy Caswell, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #CH9 – 4/4/23

Speaking Agreement with Lighthouse Children & Family Services Resolution

WHEREAS, Kanabec County Community Health will be hosting a Community Mental Health Fair, and

WHEREAS, they have chosen to provide a mental health professional to provide a one hour presentation, and

WHEREAS, Kanabec County has COVID Response and Recovery funds for use to expend for this purpose and Lighthouse Children and Family Services is willing and able to provide a speaker for the Community Mental Health Fair on Saturday, May 6, 2023.

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board approves the Community Health Director signing a speaking Agreement with Lighthouse Children and Family Services for a presentation at the Community Mental Health Fair on Saturday, May 6, 2023 for \$800.

Action #CH10 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #CH10 – 4/4/23

Agreement for Clinical Laboratory Training – Elmhurst University Resolution

WHEREAS, Elmhurst University has a nursing program and is in need of Clinical Laboratory training sites, and

WHEREAS, Kanabec County Community Health has facilities for providing a suitable training experience that meets the educational needs of the students enrolled in those programs, and

WHEREAS, it is in the best interest of Kanabec County Community Health to provide a training site where University students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs.

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board approves the Community Health Director to sign an Agreement with Elmhurst University for Clinical Laboratory Training commencing on April 4, 2023 and terminating on March 31, 2024 unless extended by the parties.

Action #CH11 – It was moved by Wendy Caswell, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #CH11 – 4/4/2023

Compensation for Additional Key Duties

WHEREAS, there will be a vacancy in the position of Transit Operations Supervisor due to a retirement; and

WHEREAS, the vacancy is expected to take several months to fill; and

WHEREAS, the Community Health Director and Transit Director have evaluated operations and are recommending temporary assignment of some key duties to existing staff for the duration of the vacancy; and

WHEREAS, the duties will be performed in addition to the existing staff's regular duties; and

THEREFORE BE IT RESOLVED the existing staff selected to perform the additional duties will be compensated an additional \$1.00 per hour beginning on the first day of the vacancy or whenever additional duties are assigned, whichever is later and ending on the first day of the new Transit Operations Supervisor's employment.

Action #CH12 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the payment of 64 claims totaling \$28,856.39 on Community Health Funds.

Action #CH13 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to adjourn Community Health Board at 9:42am, and to recess the meeting to a time immediately following the Family Services Board. The Community Health Board will meet again on Tuesday, May 2, 2023 at 9:20am.

The Kanabec County Family Services Board met at 9:42am on Tuesday, April 4, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Family Services Director Chuck Hurd presented the Family Services Board Agenda.

Action #FS14 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the Family Services Board as presented.

Action #FS15 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #FS15 – 4/4/23

**Health and Human Services Advisory Committee
Chairperson Resignation Resolution**

WHEREAS, MN Statute 402.03 requires that each human services board shall appoint an advisory committee, as well as a chair to said advisory committee who may not be a member of the County Board; and

WHEREAS, the appointed Chair person has resigned her position as chair;

THEREFORE BE IT RESOLVED that the Family Services Board accepts the resignation of Sadie Broekemeier as the Chair of the Health and Human Services Advisory Committee.

Action #FS16 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

**Resolution #FS16 – 4/4/23
Health and Human Services Advisory Committee
Chairperson Appointment Resolution**

WHEREAS, MN Statute 402.03 requires that each human services board shall appoint an advisory committee, as well as a chair to said advisory committee who may not be a member of the County Board; and

WHEREAS, the current appointed Chair person has resigned her position as chair thus leaving a vacancy; and

WHEREAS, another Health & Human Services Advisory Committee member and candidate for the Chair has agreed to fill the vacancy;

BE IT RESOLVED that the Kanabec County Family Services Board appoints Jennie Taylor as the chairperson of the Health and Human Services Advisory committee effective April 4, 2023.

Health and Human Services Advisory Committee Chairperson Jennie Taylor met with the Board to introduce herself. Information only, no action was taken.

Action #FS17 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to adjourn Family Services Board at 9:47am.

The Board of Commissioners reconvened.

Minnesota Board of Water and Soil Resources (BWSR) Board Conservationist, Darren Mayers and Kanabec Soil & Water Conservation District Manager, Deanna Pomije met with the Board to discuss the Snake River Watershed Memorandum of Agreement signed in 2020. Information only, no action was taken.

Veteran Service Officer Erica Bliss met with the Board discuss matters concerning her department.

Action #18 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #18 – 4/4/23

WHEREAS the County Veteran Service Officer recommends application for the MDVA CVSO Competitive Grant FY 23; This is a competitive grant available to MN County Veteran Service Offices only; and

WHEREAS grant funding is allowed per Minn. Stat § 197.608; and

WHEREAS the Kanabec County Veteran Service Office will provide programming options for veterans who wish to learn more about VA approved Complementary & Integrative options such as; Tai-Chi/Qi Gong, Meditation, Yoga and Acupuncture; and

WHEREAS the Kanabec County Veteran Service Office will offer opportunities for veterans to engage with nature and healthy living options; and

WHEREAS Kanabec County Veteran Services will develop relationships with community providers to offer monthly, bi-monthly sessions geared towards veterans' whole health; and

WHEREAS this grant and programming will provide education and opportunities to veterans who may want to know more about these holistic treatments but have reservations as to the benefits they can provide, therefore providing a comfortable means in the community for trying something new;

BE IT RESOLVED the Kanabec County Board approves the application and acceptance if awarded of the CVSO Competitive Grant FY23;

BE IT FURTHER RESOLVED that Kanabec County Veteran Service Officer Erica Bliss is authorized to sign the grant agreement on behalf of the Kanabec County Board.

Sheriff Brian Smith met with the Board to discuss matters concerning his department.

Action #19 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #19 - 4/4/23

WHEREAS a Correctional Officer/Dispatcher employee has requested an education leave beginning May 15, 2023 and ending July 7, 2023, and

WHEREAS this leave will extend beyond 30 days and requires approval from the County Board, and

WHEREAS the County Sheriff would like to grant the educational leave to the employee and is requesting the County Board to approve the leave;

BE IT RESOVLED to approve the education leave for the employee not to exceed beyond July 7, 2023.

Action #20 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #20 - 4/4/23

WHEREAS a Deputy Sheriff employee has requested a medical leave beginning April 17, 2023, and

WHEREAS this leave will extend beyond 30 days and requires approval from the County Board, and

WHEREAS the County Sheriff would like to grant the medical leave to the employee and is requesting the County Board to approve the leave;

BE IT RESOVLED to approve the medical leave for the employee beginning April 17, 2023.

Sheriff Brian Smith presented the Sheriff's Office Quarterly Report, as well as the Revenues & Expenditures Budget Report ending 3/31/23. Information only, no action was taken.

10:30am – The Board took a five minute break.

10:35am – The Board reconvened.

Public Works Director Chad Gramentz met with the Board to discuss matters concerning his department.

Action #21 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #21 – 4/4/23
Recycle Crushing and Topsoil Screening

WHEREAS the following quotes were received on March 29, 2023 for the crushing of salvage concrete and salvage bituminous, and the screening of topsoil.

Bjorklund Companies	\$51,175
Larson Dirtworks	\$109,077

WHEREAS, the low quote of \$51,175.00 was submitted by Bjorklund Companies, and

WHEREAS, the price quotes are presented to the Board and included herein, and

THEREFORE BE IT RESOLVED, to accept the quote of \$51,175 by Bjorklund Companies for recycle crushing, and topsoil screening

BE IT FURTHER RESOLVED to authorize the County Engineer to execute the work detailed in the price quote.

Action #22 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #22 – 4/4/23
Mechanical Engineering Services for Boiler Replacement

WHEREAS Widseth has provided a quote for professional mechanical engineering services for the courthouse boiler replacement, and

WHEREAS said quote is a lump sum fee of \$8,150.00 for construction documents and hourly fees for construction administration services for a total estimated cost of \$10,650, and

WHEREAS said quote was presented before the Board, and

THEREFORE BE IT RESOLVED to accept the quote of \$8,150 plus hourly additional services by Widseth for mechanical engineering services.

Action #23 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #23 – 4/4/23

Bridge Priority List

WHEREAS Kanabec County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government, and

WHEREAS Kanabec County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five years, and

THEREFORE BE IT RESOLVED that the following deficient bridges are high priority and Kanabec County intends to replace rehabilitate, or remove these bridges as soon as possible when funds are available,

Old Bridge Number	Road Number or Name	Total Project Cost	Township or State Bridge Funds	Federal Funds	Local or State Aid Funds	Proposed Construction Year
33508	CSAH 5	\$500,000	\$200,000		\$300,000	2025
33507	CSAH 6	\$750,000	\$300,000		\$450,000	2024
33519	CSAH 17	\$850,000		\$850,000		2026
L2576	235 th Ave	\$275,000	\$255,000		\$20,000	2024

BE IT FURTHER RESOLVED that Kanabec County does hereby request authorization to replace, rehabilitate, or remove such bridges, and

BE IT FURTHER RESOLVED that Kanabec County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges as provided by law.

County Coordinator Kris McNally led a discussion regarding scheduling a work session to discuss future organizational options for the Snake River Watershed Management Board and/or Snake River One Watershed One Plan.

10:50am – The meeting was paused due to a power outage.

10:55am – Power was restored and the meeting continued.

The Board continued their discussion regarding scheduling a work session to discuss future organizational options for the Snake River Watershed Management Board. Public Works Director Chad Gramentz and Coordinator Kris McNally were directed to schedule said work session.

Auditor/Treasurer Denise Snyder met with the Board to discuss matters concerning her department.

Action #24 – It was moved by Wendy Caswell, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #24 - 4/4/23

DELEGATION OF AUTHORITY TO MAKE ELECTRONIC FUNDS TRANSFERS TO THE COUNTY AUDITOR-TREASURER OR THEIR DESIGNEE

WHEREAS, an electronic funds transfer is defined in Minnesota Statutes 471.38 as a process of value exchange via mechanical means without the use of checks, drafts, or similar negotiable instruments; and

WHEREAS, a local government is authorized to make electronic funds transfers if it meets the eligibility requirements in state law; and

WHEREAS, it is required for the governing body to annually delegate the authority to make electronic funds transfers to a designated chief financial officer or the officers designee; and

WHEREAS, it is required that the disbursing bank keep a certified copy of adopted delegation of authority; and

WHEREAS, it is required that the delegated authority present a list of initiators and transfer frequency annually to the board; and

WHEREAS, the county desires to utilize electronic funds transfers as authorized by statute.

THEREFORE, BE IT RESOLVED, that the Kanabec County Board of Commissioners delegates the authority to make electronic funds transfers to the County Auditor-Treasurer, or her designee, under Minnesota Statutes 471.38.

Action #25 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #25 – 4/4/23

2022 Donations, Change Funds, Routine EFTs

WHEREAS certain county departments received donations in 2022, and

WHEREAS the County Auditor/Treasurer has monitored and tabulated all donations received;

BE IT RESOLVED to accept the following donations for the calendar year 2022:

Kanabec County Donations 2022

SHERIFF

Badges Program	\$500.00
Reserves	\$6,575.00
Project Lifesaver	\$30.00
K-9 Unit	\$3,770.00
Total Sheriff Donations	\$10,875.00

VETERANS

General	\$100.00
Designated incl Coffee Talk (8240)	\$2,713.00
EM Vets (8502)	\$6,769.50
DAV Vets (8501)	\$0.00
Total Veterans Donations	\$9,582.50

Total Donations to County in 2022

\$20,457.50

Change Funds 2022

Auditor-Treasurer	Cash drawer	\$500.00
Drivers-License	Cash drawer	\$100.00
Highway	Cash drawer	\$150.00
Recorder	Cash drawer	\$200.00
		<u>\$950.00</u>

**KANABEC COUNTY - ROUTINE EFTS
2022**

		County	
		Medical Reimbursement & HRA	
Further	Disb	account claims	bi-weekly
County	Disb	Direct deposit payroll	bi-weekly
		State payroll, sales & use, state general	weekly, quarterly,
MNDOR	Disb	taxes	monthly
EFTPS	Disb	Federal payroll taxes	bi-weekly
		State Deferred Compensation plan, SO	
MNDPC	Disb	Union	bi-weekly
NACO/NACO			
Roth	Disb	Deferred Compensation	monthly
PERA	Disb	Retirement benefits	bi-weekly
Enterprise Fleet	Disb	Vehicle Lease pymts	monthly
Paycom	Disb	Payroll, Fed WH, State WH	bi-weekly
IRS	Rcpt	Recorders fees	anytime
USDA	Rcpt	Recorders fees	anytime
State of MN	Rcpt	Medicare payment CH	daily
Dept of Justice	Rcpt	Federal grant payments	anytime
MNDOR	Rcpt	Revenue recapture - SO, Prob, Taxes	anytime
Medicare	Rcpt	FS & CH patient claims	anytime
US Treasury	Rcpt	FS & CH federal program pymts	anytime
Simplifile	Rcpt	Recorders fees	anytime
Wells Fargo	Rcpt	Property taxes mass escrow	anytime

CoreLogic	Rept	Property taxes mass escrow	anytime
Landshark	Rept	Recorders fees	anytime

Action #26 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #26 – 4/4/23

Restricted and Assigned Funds

WHEREAS the county maintains funds dedicated for specific public purposes, and

WHEREAS the Auditor/Treasurer prepared a report for the board showing the fund balances;

BE IT RESOLVED to accept the following report of Kanabec County Restricted and assigned Fund Balances as of December 31, 2022:

KANABEC COUNTY RESTRICTED & ASSIGNED FUNDS 2022

RESTRICTED FUNDS	12/31/22
R 911 EMERGENCY	144,238
R CWP SEPTIC LOANS	284,101
R GRAVEL TAX - RECLAMATION	96,735
R FORFEITURE FUNDS - ATTORNEY	35,969
R FORFEITURE FUNDS - SHERIFF	147,020
R LAND OFFICE TECH EQUIPMENT	113,794
R LAW LIBRARY	28,116
R PROBATION CORRECTIONAL FEES	0
R RECORDER'S EQUIPMENT	54,206
R RURAL ADDRESSING	421
R SCORE	111,603
R SHORELAND GRANT	4,090
R SW SURCHARGES	1,099,004
R TRANSIT MNDOT FARES	194,833
R WATER PLAN GRANT	15,071
R WETLAND GRANT	25,103

UNRESTRICTED - ASSIGNED FUNDS

A FUTURE CAPITAL EQUIPMENT	539,701
A FUTURE CAPITAL IMPROVEMENTS	441,683
A KNIFE LAKE IMPROVEMENT DIST	20,000
A LEGAL FEE FUND ORD 27	166
A RETIREE ACCRUED SICK PAY	37,042
A SHERIFFS COMMUNITY PROGRAMS	18,247
A SHERIFFS RESERVE UNIT	38,703
A TRANSIT	691,457
A UNEMPLOYMENT	42,083
A VEHICLE POOL	122,106
A VETERANS PROGRAMS	16,636
TOTAL	4,322,128

County Coordinator Kris McNally presented a resolution authorizing the sale of properties pursuant to Minnesota Statutes Section 373.01.

Action #27 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #27 – 4/4/23

RESOLUTION AUTHORIZING THE SALE OF PROPERTIES PURSUANT TO MINNESOTA STATUTES SECTION 373.01 AND RATIFYING ACTIONS TAKEN BY THE COUNTY COORDINATOR PURSUANT TO RESOLUTION #14 DATED OCTOBER 14, 2020

WHEREAS, Kanabec County owned the parcel and by Action #14 introduced at a meeting of the County Board on October 20, 2020 promulgated Resolution #14 authorizing the sale of property legally described as follows:

Parcel B (2.35 Acres±):

That part of the Northwest Quarter of the Southeast Quarter and that part of the Northeast Quarter of the Southwest Quarter of Section 10, Township 40, Range 24, Kanabec County, Minnesota, described as follows:

Commencing at the South Quarter corner of said Section 10 (the south line of the Southwest Quarter of said Section 10 having an assumed bearing of North 89 degrees 47 minutes 48 seconds East); thence North 1 degree 26 minutes 27 seconds East a distance of 2533.91 feet; thence South 60 degrees 16 minutes 05 seconds West 89.60 feet; thence South 42 degrees 42

minutes 55 seconds East 61.69 feet to the point of beginning of the property to be described; thence North 80 degrees 30 minutes 26 seconds West 91.63 feet; thence North 41 degrees 52 minutes 56 seconds West 232.45 feet, more or less, to the East-West Quarter line of said Section 10; thence westerly along said East-West Quarter line 180.92 feet; thence South 13 degrees 59 minutes 50 seconds East 307.36 feet; thence South 74 degrees 25 minutes 30 seconds East 249 feet, more or less, to the shoreline of Knife Lake; thence northeasterly along said shoreline 210 feet, more or less, to the intersection with a line that bears South 42 degrees 42 minutes 55 seconds East from the point of beginning; thence North 42 degrees 42 minutes 55 seconds West 82 feet, more or less, to the point of beginning;

and the parcel legally described as follows: **Parcel C (2.60 Acres±):**

That part of the Northeast Quarter of the Southwest Quarter of Section 10, Township 40, Range 24, Kanabec County, Minnesota, described as follows:

Commencing at the South Quarter corner of said Section 10 (the south line of the Southwest Quarter of said Section 10 having an assumed bearing of North 89 degrees 47 minutes 48 seconds East); thence North 1 degree 26 minutes 27 seconds East a distance of 2533.91 feet; thence South 60 degrees 16 minutes 05 seconds West 89.60 feet; thence South 42 degrees 42 minutes 55 seconds East 61.69 feet; thence North 80 degrees 30 minutes 26 seconds West 91.63 feet; thence North 41 degrees 52 minutes 56 seconds West 232.45 feet, more or less, to the East-West Quarter line of said Section 10; thence westerly along said East-West Quarter line 180.92 feet to the point of beginning of the property to be described; thence South 13 degrees 59 minutes 50 seconds East 307.36 feet; thence South 74 degrees 25 minutes 30 seconds East 249 feet, more or less, to the shoreline of Knife Lake; thence southwesterly along said shoreline 210 feet, more or less, to the intersection with the northeasterly line of Lot 1, NELSON'S KNIFE LAKE ADDITION, Kanabec County, Minnesota; thence northwesterly and northerly along said line to the intersection with said East-West Quarter line; thence easterly along said East-West Quarter line a distance of 181.00 feet, more or less, to the point of beginning (collectively, the "Properties"); and

WHEREAS, the Kanabec County Board of Commissioners has determined that it no longer needs the Properties; and

WHEREAS, Minnesota Statutes Section 373.01, subd. 1(4) authorizes a county to sell, lease, and convey real or personal property owned by the county; and

WHEREAS, the purpose of this request for Board action is to authorize the County to collect and record a Quit Claim Deed signed by the Chair and Clerk of Kanabec County consistent with Minnesota Statutes Section 373.02 and also record a certified copy of County Board Resolution #14, dated October 20, 2020 within the Office of the County Recorder within and for Kanabec County Minnesota.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Prior actions taken by the County Coordinator are hereby deemed consistent with Resolution #14 and are hereby ratified. A copy of Resolution #14, certified by the Board Clerk, shall be filed within the Office of the County Recorder, within and for Kanabec County, Minnesota.
2. The County Coordinator is further authorized to proceed with the actions required under law to sell the Properties, including, collecting from the Chair and Clerk, a signed deed, consistent with Minnesota Statutes Section 373.02 and the agreement between the County and the buyers, Frederick John Grimm and Teresa Kay Grimm. Said Quit Claim Deed shall be filed within the Office of the County Recorder, within and for Kanabec County, Minnesota.

Future agenda items: SCORE, Snake River 1W1P, Central MN EMS

Action #28 – It was moved by Wendy Caswell, seconded by Tom Roeschlein and carried unanimously to close the meeting at 11:24am pursuant to MN Statute §13D.03 to discuss matters related to Labor Negotiation Strategy Those present during the closed portion of the meeting included Commissioners Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka; as well as County Coordinator & Personnel Director Kris McNally and HR Specialist Kim Christenson.

Action #29 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to return to open session at 12:15pm.

Action #30 – Board Chair Rick Mattson adjourned the meeting at 12:16pm and directed the Board to meet again in regular session on Tuesday, April 18, 2023 at 9:00am.

Signed _____

Chairperson of the Kanabec County Board of Commissioners,
Kanabec County, Minnesota

Attest: _____
Board Clerk

Agenda Item #2

Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
City of Mora	11,866.74	Electric & Water Utilities	Various
Kwik Trip Inc	13,671.35	Gas Credit Cards	Various
Quadient Finance	2,221.64	PSB Postage & Ink Cartridge	Unallocated
Spire Credit Union	6,261.84	See Below	
Verizon Wireless Cell Phones	3,018.68	Cell Phones	Various
Chamberlain Oil	1,068.04	Shop Supplies	Highway
East Central Energy	390.73	Intersection Lighting	Highway
Kanabec County AT ACH_VISA	5,937.73	See Below	
Kanabec County Auditor HRA	7,200.00	2/3 Retirement VEBA - RA	HR
Midcontinent Communications	458.21	Utilities	Various
Minnesota Department of Finance	5,553.50	3.23 State Fees & Surcharges	Recorder
Office of MN.IT Services	1,338.65	WAN	IS
Quality Disposal	533.01	Solid Waste Fees	Various
Minnesota Department of Finance	22.50	1Q23 Real Est Assurance/Torrens	State Revenue Fund
Minnesota Department of Health	595.00	1Q23 Well Cert Fees	State Revenue Fund
15 Claims Totaling:	\$ 60,137.62		
Spire Credit Union	277.25	Swyrich Corp - Employee Recognition Pins	HR
	333.96	Swyrich Corp - Employee Recognition Pins	HR
	23.97	Amazon - Office Supplies	Attorney
	63.52	Amazon - Office Supplies	Attorney
	96.14	Amazon - Webcam & Headset	Attorney
	413.97	Amazon - Wireless Keyboard etc.	Attorney
	964.00	BH Photo - Laptop & Adapter	Attorney
	400.00	MAAO - Mass Appraisal Basics	Assessor
	475.00	Appraisal Inst - Basic App Princ	Assessor

475.00	Appraisal Inst - Basic App Princ	Assessor
475.00	Appraisal Inst - Basic App Princ	Assessor
475.00	Appraisal Inst - Basic App Princ	Assessor
7.99	Amazon - HDMI to VGA Adapter	Assessor
28.00	Amazon - Logitech Webcam	Building Maintenance
14.99	Amazon - Prime Membership	Sheriff
28.11	UPS - Shipping to Gamber Johnson	Sheriff
90.64	Gamber Johnson - Dock Station	Sheriff
108.66	K-9 Conference - AG	Sheriff
571.91	Dog Harness	Sheriff
49.29	Amazon - Medical Supplies	Jail
82.01	Amazon - Medical Supplies	Jail
(350.00)	Fusion Learning Center - Gov. Conf	E911
12.87	Amazon - Office Supplies	Extension
0.99	Apple - Storage	Highway
80.48	Amazon - Brother Toner	EDA
(36.66)	Amazon Credit	Community Health
63.37	Amazon - Office Supplies	Community Health
25.60	Availity Subscrip Fee	Community Health
105.00	Groome Trans - PHEP Cood	Community Health
22.74	Amazon - Masks	Community Health
22.40	Availity Subscrip Fee	Community Health
32.00	Availity Subscrip Fee	Community Health
688.00	Center for Medicare - Medicaid	Community Health
75.00	Oasis Answers - Coding Ref Guide	Community Health
65.64	Amazon - Wellness Supplies	Employee Wellness

35 Claims Totaling: \$ 6,261.84

Kanabec County AT ACH_VISA

334.80	Amazon - Commercial Vacuum - Courthouse	Building Maintenance
72.23	Amazon - Water Filter - Courthouse	Building Maintenance
17.98	Amazon - Fly Traps - Courthouse	Building Maintenance
32.00	Amazon - Filter Bags - Courthouse	Building Maintenance
25.24	Amazon - Storage Room Sign - Courthouse	Building Maintenance
13.55	Amazon - Wallplates - Courthouse	Building Maintenance

13.00	Nall & Co - Duty Rating Label - Courthouse	Building Maintenance
458.49	Amazon - Toggle Switch, Cords, etc. - Courthouse	Building Maintenance
89.99	Amazon - 20A GFCI Outlets - Courthouse	Building Maintenance
464.89	SupplyHouse - Damper Actuator - Courthouse	Building Maintenance
25.30	Amazon - Valve Vacuum Breaker - Courthouse	Building Maintenance
118.66	Amazon - Water Filter Set - Courthouse	Building Maintenance
550.33	Ebay - Compressor Annun Board - Courthouse	Building Maintenance
71.00	Amazon - Bussman Cooper Fuses - Courthouse	Building Maintenance
492.87	SupplyHouse - NonReverse Contact - Courthouse	Building Maintenance
8.00	Amazon - Ladder Label Kit - PSB	Building Maintenance
72.22	Amazon - Water Filter - PSB	Building Maintenance
36.68	Amazon - LED Light - PSB	Building Maintenance
590.85	AED.US - AED Batteries & Pads - PSB	Building Maintenance
37.99	Amazon - Fluorescent Light Filter - PSB	Building Maintenance
35.99	Amazon - Metal Paint Cans - PSB	Building Maintenance
313.47	Amazon - Paint Supplies - PSB	Building Maintenance
109.95	Amazon - Office Chair Lift Cylin - PSB	Building Maintenance
59.45	Amazon - Dogging Assembly - PSB	Building Maintenance
118.66	Amazon - Water Filter Set - PSB	Building Maintenance
72.22	Amazon - Water Filter - Jail	Building Maintenance
12.76	Amazon - Sheet Metal Screws - Jail	Building Maintenance
23.76	Amazon - Replace Vacuum Parts - Jail	Building Maintenance
290.00	Amazon - Occupancy Sensors - Jail	Building Maintenance
39.68	Amazon - Allen HexBit Socket Set - Jail	Building Maintenance
72.23	Amazon - Water Filter	Highway
21.98	Amazon - Replacement Motor/Wheel	Highway
1,122.86	AED.US - AED Batteries & Pads	Highway
118.65	Amazon - Water Filter Set	Highway
34 Claims Totaling: \$ 5,937.73		

Agenda Item #3a

Regular Bills - Revenue Fund

Bills to be approved: 4/18/23

Department Name	Vendor	Amount	Purpose
ASSESSOR	Marco	<u>159.00</u>	Standard Payment
		159.00	
AUDITOR	DM Stamps & Specialties	74.88	Stamp With Updated Address
AUDITOR	Kanabec Publications	2,725.38	Publish Delq Tax List 2022
AUDITOR	Paycom Payroll LLC	1,984.68	YE2022 - Term Fees
AUDITOR	Snyder, Denise	<u>10.44</u>	Postage IRS SSA Refunds
		4,795.38	
BUILDINGS MAINTENANCE	FBG Service Corporation	4,829.00	March Cleaning Services - Courthouse
BUILDINGS MAINTENANCE	FBG Service Corporation	2,543.00	March Cleaning Services - PSB
BUILDINGS MAINTENANCE	FBG Service Corporation	672.00	March Cleaning Services - Jail
BUILDINGS MAINTENANCE	Grainger	157.92	Vacuum Breaker Assembly - Courthouse
BUILDINGS MAINTENANCE	Granite City Jobbing	515.38	Paper Towels - Courthouse
BUILDINGS MAINTENANCE	Granite City Jobbing	952.32	Trash Bags, Paper Towels, TP, Handsoap, Tissue Dispensers - PSB
BUILDINGS MAINTENANCE	ITSAVVY	213.36	Bulk Cable 1000ft - Courthouse
BUILDINGS MAINTENANCE	Johnsons Hardware	17.99	Garage Organizers - Courthouse
BUILDINGS MAINTENANCE	MEI Total Elevator Solutions	872.50	Labor to Repair Courthouse Elevator
BUILDINGS MAINTENANCE	Mid-American Research Chemical	<u>164.76</u>	Coil Cleaner Plus - Courthouse
		10,938.23	
COMPUTER EXPENSES	MNCCC Lockbox	<u>12,633.00</u>	2Q PT & CAMA Maint/Support
		12,633.00	

COUNTY COORDINATOR	ODP Business Solutions, LLC	<u>43.75</u> 43.75	Address Labels, Binder Clips, Coffee, Sugar
COUNTY CORONER	River Valley Forensic Services, P.A.	<u>1,500.00</u> 1,500.00	Post Mortem Exams (3), Contract Monthly Medical Examiner Dec. '22 & Feb. '23
COUNTY DEBT SERVICE	Northland Trust Services Inc	<u>49,912.50</u> 49,912.50	2015A Jail Ref Bonds Int
COUNTY EXTENSION	ODP Business Solutions, LLC	<u>19.52</u> 19.52	Cardstock
COUNTY RECORDER	Compeer Financial	491.50	Reimburse Landshark Money, Requested Refund and Closed
COUNTY RECORDER	Kanabec Publications	<u>72.00</u> 563.50	Marriage Certificate Paper
COUNTY SURVEYOR	Kroschel Land Surveyors, Inc.	<u>900.00</u> 900.00	Services and Charges (Co Corners Only)
COURT ADMINISTRATOR	Anne M. Carlson Law Office, PLLC	<u>1,230.00</u> 1,230.00	Court Appt Attorney Fees
CULTURES & RECREATION	Veteran's Memorial	<u>50,000.00</u> 50,000.00	Veteran's Memorial per Board Res #13-12/6/22
ECONOMIC DEVELOPMENT	Hartshorn, Jim	90.59	Mileage for Regional Developers Mtg in North Branch & Mtg w/
ECONOMIC DEVELOPMENT	Northern Technology Initiative, Inc	<u>35.00</u> 125.59	Registration Fee for GPS 45:93 Event, "Discover East Central MN"

ELECTIONS	DM Stamps & Specialties	39.52	Stamp With Updated Address
ELECTIONS	SWIFT	103.83	PVC Mailing 258
		143.35	
ENVIRONMENTAL SERVICES	Carda, Ryan	60.00	Wetland Training - St. Cloud
ENVIRONMENTAL SERVICES	Kanabec County Soil & Water	5,000.00	SWCD County Allocation 1st Half 2023
		5,060.00	
HUMAN RESOURCES	American DataBank	29.95	Background Study for New Employee - BK
HUMAN RESOURCES	MRA	1,017.50	Compensation Services - Ad Hoc Job Evaluation - March 2023
HUMAN RESOURCES	Paycom Payroll LLC	1,984.67	YE2022 - Term Fees
HUMAN RESOURCES	PD's Embroidery	116.49	Employee Recognition Jacket - PK & Employee Recognition Plaque -
		3,148.61	
LAW LIBRARY	RELX Inc. DBA LexisNexis	231.75	Law Library Invoice
		231.75	
PROBATION & JUVENILE PLACEMENT	Athey, Lucas	158.10	Mileage to Attend PICK Director's Meetings, Mileage to Purchase BCA Shredder, Reimbursement for Purchase of BCA Shredder
PROBATION & JUVENILE PLACEMENT	East Central Regional Juvenile Center	4,487.00	March 2023 Invoice for Contracted Beds at East Cent. Juv. Ctr
PROBATION & JUVENILE PLACEMENT	Minnesota Monitoring, Inc.	195.00	Detention - Electronic Bracelet - March 2023
PROBATION & JUVENILE PLACEMENT	Minnesota Monitoring, Inc.	312.00	REAM Grant - March 2023
PROBATION & JUVENILE PLACEMENT	RS Eden	24.05	3 Urine Samples Sent to Lab
		5,176.15	
PUBLIC TRANSPORTATION	A and E Cleaning Services	550.00	Cleaning Timber Trails Offices
PUBLIC TRANSPORTATION	Curtis, Michael	334.71	Volunteer Mileage
PUBLIC TRANSPORTATION	Fairview Health Services	70.00	Drug Screen
PUBLIC TRANSPORTATION	Glen's Tire	78.30	Van and Bus Repairs

PUBLIC TRANSPORTATION	Hoefert, Robert	1,079.44	Volunteer Mileage
PUBLIC TRANSPORTATION	Industrial Health Services Network Inc	47.90	Drug Screen
PUBLIC TRANSPORTATION	Kanabec Publications	723.00	Advertising
PUBLIC TRANSPORTATION	Milaca Chiropractic Center	85.00	DOT Physical - KW
PUBLIC TRANSPORTATION	Novus Glass	60.00	Bus Windshield Repair
PUBLIC TRANSPORTATION	Stenstrom Collision & Detail	200.00	Car Wash Tokens
PUBLIC TRANSPORTATION	Stenstrom Collision & Detail	3,005.49	2016 Ford Van Body Damage Repairs
PUBLIC TRANSPORTATION	Van Alst, Lillian	1,103.68	Volunteer Mileage
		7,337.52	
SHERIFF	Baycom	925.00	Vehicle Dock for Computer & Power Supply for New Squad
SHERIFF	BlueStar Graphics	275.00	Unit 175, Remove and Install Half Side Lettering
SHERIFF	Children's Hospitals and Clinics of MN	500.00	S.A. Exam
SHERIFF	Fox Run Kennels	500.00	May 2023 Monthly Contract for Animal Control Services
SHERIFF	Glen's Tire	249.54	Mount, Dismount, Disposal (2) & Flat Repairs (2) for Squads
SHERIFF	ODP Business Solutions, LLC	170.13	Labels, Pens, Tape, Folders, Notes, Memo Books
SHERIFF	Tinker & Larson Inc	762.75	Squad Oil Changes (7), Bulb Replacements (5), Tire Rotation, Coolant Leak
		3,382.42	
SHERIFF - 911 EMERGENCY	Motorola Solutions	2,115.00	Vesta Services
SHERIFF - 911 EMERGENCY	State of Minnesota - BCA	25.00	TAC Workshop - SC
		2,140.00	
SHERIFF - JAIL/DISPATCH	Adam's Pest Control, Inc.	250.00	Prevention Plus
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	16,865.50	March 2023 On Site Medical, Jail Supplies
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	19,890.93	May 2023 On Site Medical & MH Services, TPA Pool Mgmt
SHERIFF - JAIL/DISPATCH	Bob Barker	1,192.60	Jail Supplies - Clothes
SHERIFF - JAIL/DISPATCH	First Citizens Bank	11.00	Processing Fee on Stolen Check
SHERIFF - JAIL/DISPATCH	Stellar Services	267.01	Canteen 3/27/23
SHERIFF - JAIL/DISPATCH	Stellar Services	376.13	Canteen 4/3/23
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	4,081.41	Inmate Meals 3/25/23 - 3/31/23

		<u>42,934.58</u>	
STATE FISCAL RECOVERY ARP	Kanabec County Community Health	1,510.31	January 2023 Peer Recovery Services
STATE FISCAL RECOVERY ARP	Kanabec County Community Health	1,392.41	February 2023 Peer Recovery Services
STATE FISCAL RECOVERY ARP	Kanabec County Community Health	1,642.54	March 2023 Peer Recovery Services
		<u>4,545.26</u>	
TAX & PENALTY	Virtus Law	26,636.00	22.029145.00, 22.02925.00, 22.0664.00 Tax Court Refunds 2022
		<u>26,636.00</u>	
UNALLOCATED	Kanabec Publications	534.24	Publish County Board Minutes 2/7/23, 2/21/23, 3/7/23
UNALLOCATED	Virtus Law	1,214.31	22.02915.00, 22.02925.00, 22.06640.00 Tax Court Interest Refund 2022
		<u>1,748.55</u>	
VETERAN SERVICES	Federated Co-ops, Inc	498.95	Veteran Emergency Grant
VETERAN SERVICES	Mora Bakery	32.06	Coffee Talk
VETERAN SERVICES	Steel Metal Roofing LLC	400.00	KCVSO Emergency Grant Roof Snow Removal/Tarp
		<u>931.01</u>	
79 Claims Totaling:		<u><u>\$ 236,235.67</u></u>	

Agenda Item #3b **Regular Bills - Road & Bridge** **Bills to be approved: 4/18/23**

Vendor	Amount	Purpose
A & E Cleaning Services	1,100.00	Office cleaning
Ace Hardware	139.32	Shop supplies
Aramark	341.44	Coveralls and janitor supplies
Auto Value	8,312.57	Repair parts
Currie, Michael	350.00	Uniform allowance
Diamond Mowers	237.46	Repair parts
Dultmeier Sales	271.09	Shop supplies
EATI	541.80	Equipment lights
Erickson, Curt	155.46	Uniform allowance
Fleetpride	118.88	Repair parts
Frontier Precision	240.00	Training
Glens Tire	154.00	Tire repair
Gopher State One-Call	1.35	Locates
Houston Engineering	4,194.61	County ditch 2 engineering
Jacon LLC	17,333.47	County ditch 2 contract payment
Johnson Hardware	30.48	Shop supplies
Kanabec County Coordinator Dept	1.71	Postage
Kanabec County Highway Dept	104.95	Petty cash, postage
Kwik Trip	9.90	Car wash
Little Falls Machine	2,637.03	Repair parts
Marco	330.89	Printer fee
Mora Chev	654.21	Repair parts
North Central International	534.26	Repair parts
Nuss Truck	2,202.92	Repair parts
ODP	395.27	Office supplies
Power Plan	3,005.44	Repair parts
Quality	208.24	Garbage pickup
Rick's Home Furnishings	1,999.00	Refrigerator
Uline	97.60	Shop supplies
Vault Health	59.38	Drug testing
Wiacom	675.30	GPS
Widseth Smith Nolting	2,697.50	Engineering for bridges

32 Claims Totaling: \$ 49,135.53

Agenda Item #4

April 18, 2023

REQUEST FOR BOARD ACTION

a. Subject: Request for Consolidation and Updates of Policy A-104 and A-119	b. Origination: Coordinator's Office and Auditor Treasurer's Office
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Authorize the consolidation of Policy A-104 Procurement Standards Policy and A-119 Purchasing Policy, related updates, and a new effective date.

Resolution #___ - 4/18/23 Revision of Policy A-104 Procurement Policy

WHEREAS, the Kanabec County Board of Commissioners has authority to establish and revise county policies; and

WHEREAS, the proposed policy consolidation and update is recommended in order to establish a comprehensive framework for purchasing, contracting and grant procedures within state and federal statutory requirements; and

WHEREAS, the proposed policy includes language from Kanabec County Policies A-104 and A-119, as well as additional language intended to further define best procurement standards and practices;

THEREFORE, BE IT RESOLVED, the Kanabec County Board of Commissioners hereby adopts the revised Procurement Policy A-104 effective April 18, 2023 and hereby rescinds Policy A-119.

f. Background:

Through the Transit Department's comprehensive review process, the County's procurement policy was found to be in need of updates and additional language to be in compliance with federal and state procurement requirements.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

In the attached draft policy and procedure, the highlighted areas represent the language in the existing policies that was consolidated into one policy and procedure manual. The template is from another county and was cross referenced with language from multiple additional counties. Both the Auditor Treasurer and the County Engineer have reviewed and are in support of this consolidated, updated policy.

		to include all their vehicle warranty information and time limitations in one document.	
Topic: Procurement		Subtopic: Standards of Conduct	Compliance Finding
No.43		Code: P1-1	
Item No.	Condition	Remedy	Timeframe
6	Federal regulations at 2 CFR § 200.318(c)(1) require any recipient of federal funds to maintain written standards of conduct covering conflicts of interest and the performance of its employees engaged in the selection, award, and administration of contracts. Kanabec County's current Procurement Policy document is missing standards of conduct that govern conflicts of interest nor do they address the solicitation or acceptance of gratuities, favors, or other items of monetary value.	Kanabec County must submit to MnDOT written procurement policies, or a separate FTA procurement policy independent from the County's general procurement policies, which include written standards of conduct that govern conflicts of interest and acceptance of gifts.	60 days
Topic: Procurement		Subtopic: Purchasing Methods	Compliance Finding
No. 44		Code: P2-1	
Item No.	Condition	Remedy	Timeframe
7	Kanabec County's current Procurement Policy utilizes purchasing thresholds that do not conform with and are in some instances contrary, to OMB procurement thresholds. For example, federal requirements permit micro-purchases up to \$10,000 with the only requirement that the buy verifies that the price paid is "reasonable." Over this amount (and up to the small acquisition threshold of \$250,000), two or more quotations are required. Existing Kanabec policy permits the acquisition of items up to \$25,000 without soliciting competitive quotes, contrary to federal requirements.	Kanabec County must revise its Procurement Policy to conform to the purchasing thresholds established by OMB and implemented by FTA/MnDOT. Alternatively, the transit department must develop a separate procurement policy specifically for federally funded procurements that conforms with the purchasing thresholds established by OMB.	60 days

**POLICIES
AND
PROCEDURES
MANUAL**

**PROCUREMENT
POLICY**

KANABEC COUNTY,
MINNESOTA

Effective: _____

Supersedes: A-104 Effective 12/20/17

A-119 Effective 5/26/10

TABLE OF CONTENTS

I.	POLICY STATEMENT.....	3
II.	DEFINITIONS.....	3
III.	SOLICITATION REQUIREMENTS.....	4
A.	Statutory Requirements	4
B.	Cooperative Purchasing.....	4
IV.	GENERAL	4
A.	Conflict of Interest	4
B.	County Attorney Review.....	5
V.	AUTHORITY LEVELS.....	5
A.	County Authority.....	5
B.	Department Head	6
C.	County Board Action	6
VI.	COMPETITIVE PROCESS	6
A.	Competitive requirements based on dollar amount of contract	6
1.	Contracts in value of less than \$25,000.....	6
2.	Contracts exceeding \$25,000 but not \$175,000	6
3.	Contracts over \$175,000.....	7
B.	Exceptions to Competitive Purchases.....	7
1.	Drainage Systems	7
2.	Professional Services.....	7
3.	Emergency Purchases.....	7
4.	Rental of Equipment	7
5.	Best value alternative	8
6.	Sole Source or Brand Procurement.....	8
VII.	CONTRACT PROVISION.....	8
A.	General.....	8
B.	Managing Risks	9
C.	Bonds	9
D.	Termination	9
E.	Documentation.....	10
VIII.	PROPERTY DISPOSAL.....	10
A.	Sale of Public Property to Public Officers and Employees.....	10
B.	Large Sale of Personal Property (MN Statue 373.01).....	10
C.	Sale of Real Estate (MN Statue 373.01)	11
D.	Exchange of Real Property (MN Statue 373.01)	11
IX.	FEDERAL AWARDS.....	11

I. POLICY STATEMENT

The intent of this policy is to provide a framework to the Kanabec County officials and employees to efficiently and effectively operate within state and federal statutory requirements related to the activities and processes of purchasing, contracting, and grant procedures.

It is the County's objective to conduct purchasing of goods and services in the most professional, ethical, legal, economical, and efficient manner possible, and to enhance the public confidence in the integrity and transparency of the County's practices in contract and grant procedures.

This policy applies to all procurement procedures for all departments of the County, unless otherwise stated. The federal and state statutes for purchasing and contracting supersede this policy.

II. DEFINITIONS

Contract (MN Statutes 471.345) A "contract" means an agreement entered into by the County for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

Electronic Sale of surplus, supplies, materials, and equipment (MN Statutes 471.345 Subd. 17) The County may contract to sell supplies, materials and equipment which is surplus, obsolete, or unused, using an electronic selling process in which purchasers compete to purchase surplus, at the highest purchase price, in an open and interactive environment.

Grant Agreement refers to a written contract between two parties, through which the Grantor gives a sum of money to the Grantee on the condition that the Grantee uses the money for specific purposes of the grant, often to benefit a third party that is not a party to the grant agreement (refer to the Uniform Administrative Requirements for Procurement Policies and Procedures).

Joint Powers Agreement (MN Statutes 471.59) refers to a written contract where two or more governmental units, working together by agreement to exercise any power common to them; or an agreement between governmental units where one unit performs a service or activity on behalf of another unit(s).

Public Funds (MN Statutes 118A.01) refers to "all general, special, permanent, trust and other funds, regardless of source or purpose, that are held or administered by a government entity." As such, all funds or accounts held or administered by Kanabec County are considered public funds and subject to the limitations placed on public funds.

Professional Service Contract means contracting for services that are intellectual in character, including architectural, engineering, medical, auditing, legal, real estate, consulting, analysis, evaluation, planning, programming, or recommendation, and results in the production of a report or the completion of a task. Professional service contracts do not include the provision of supplies or materials.

Reverse Auction Purchasing (MN Statutes 471.345 Subd. 16) The County may contract to purchase supplies, materials, and equipment using an electronic purchasing process in which vendors compete to provide the supplies, materials, or equipment at the lowest selling price in an open and interactive

environment. A County may not use this process to contract for services, as defined by section 16C.02, subdivision 17, or a service contract, as defined by section 16C.02, subdivision 7a.

III. SOLICITATION REQUIREMENTS

A. Statutory Requirements

Three statutes identify which County contracts are subject to competitive bidding:

1. MN Statute 373.01, delineating the powers and duties of a county, including requirements for bidding on agreements for the sale, lease or conveyance of personal property over \$15,000 and real property owned by the County;
2. MN Statute 375.21, addressing bid requirements for county agreements for work or labor, or to purchase furniture, fixtures or other property, or to construct or repair roads, bridges or buildings; and
3. MN Statute 471.345, Uniform Municipal Contracting Law.

These statutes identify purchases or conveyances for which competitive bids must be sought and establish the basic procedural framework for the bidding process.

B. Cooperative Purchasing

Cooperative purchasing (MN Statutes 471.345 Subd. 15), allows for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by MN Statutes 16C.11. For a contract estimated to exceed \$25,000, the County may consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source.

The County may also contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations.

IV. GENERAL

A. Conflict of Interest

County employees and officials will not participate in the purchase of goods or services, selection of vendors, the awarding of contracts, or the administration of contracts if the employee or official has a real or apparent conflict of interest.

A conflict of interest exists when an "interested party" has a financial or other interest in a firm considered for business with the County or receives a tangible personal benefit from the County's business with the firm.

Interested party includes any of the following:

- County employee, official, or agent;
- A member of the immediate family or partner of a County employee or official;
- An organization that employs or is about to employ a County employee, County official, a member of the immediate family of a County employee or official, or the partner of a County employee or officer.

For purposes of this policy, immediate family includes an employee or official's spouse, child, parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, and any member of the employee or official's household. County employees or officials will not provide goods or services to the County as a vendor without specific and unanimous County Board approval. This policy applies even if the County employee or official providing goods or services does not directly participate in the County's vendor selection or purchasing process.

County employees or officials will not accept gifts, gratuities, favors, or any item of monetary value from contractors, vendors, or parties to subcontracts except as allowed per the Business Ethics section of the County's personnel policy. All provisions the "Conflicts of Interest" in the County's personnel policy applicable to the purchase of goods or services or selection of vendors are incorporated into this policy by reference. Any violation of the conflict of interest policies may result in disciplinary action including oral or written reprimand, suspension without pay, or termination of employment regardless of any personnel policies concerning progressive discipline.

B. County Attorney Review

A draft copy of the agreement and all other pertinent information regarding the contractual relationship will need to be reviewed and approved by the County Attorney. The County Attorney's approval only means that the document has been reviewed as to its legality and enforceability, not as the advisability of its contents. The actual decision to engage into such an agreement rests with the initiating department, the County Administrator and/or the County Board.

V. AUTHORITY LEVELS

A. County Authority

The County must have specific or implied statutory authority for all expenditures of county funds. The County Board will ultimately determine whether an expenditure is specifically or implicitly authorized by statute.

All expenditures made by the County using public funds must be for a public purpose. An expenditure is made for public purpose if it meets all of the following criteria:

- The expenditure will benefit the community as a whole.
- The expenditure is directly related to the functions of government.
- The expenditure does not have its primary objective the benefit of a private interest.

The County Board will ultimately determine whether an expenditure meets the above public purpose criteria.

B. Department Head

Department Heads are authorized to approve purchases for goods or services related to the operation of their department or program.

Capital purchases which are less than ~~\$2,500~~ \$4,000 and budgeted for do not need to come to the Board. All capital purchases in excess of ~~\$2,500~~ \$4,000 require Board approval.

Capital purchases require a minimum of two (2) quotations to be submitted to the Board.

Time sensitive purchases may be brought to the Board Chair for approval outside of a Board meeting when necessary. The Chair has the authority to approve the purchase or to bring to the Board in his or her discretion.

C. County Board Action

Written contracts for less than \$10,000 for goods and/or services, and already included in the departmental budget, may be treated as consent agenda items. All other written contracts shall be scheduled as regular agenda items and are subject to Board approval.

Final Payment on Road Construction or Improvement Contracts. The County shall not make final payment on any road construction or improvement contract, the amount for which sealed bids are required, until the engineer or person in charge of the work has certified to the County board that the work has been done and performed according to contract and the certificate has been filed with the County Auditor's Office. (See MN Statute 160.17).

VI. COMPETITIVE PROCESS

All County procurement should be conducted in accordance to Minnesota State Statutes (Minn. Stat. 471.345). The following value thresholds apply to agreements entered into by the County "for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property." Minn Stat. 471.345, subd. 2. Purchases of goods or services cannot be split into multiple smaller purchases to avoid bidding/quotation requirements or circumvent County policy under any circumstances.

A. Competitive requirements based on dollar amount of contract

1. Contracts in value of less than \$25,000

If the amount of the contract is estimated to be \$25,000 or less, the contract shall be made either:

- Upon quotation
 - At least two quotations, so far as practicable
 - Shall be kept on file for a period of at least 1 year
- In the open market

2. Contracts exceeding \$25,000 but not \$175,000

If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$175,000, the contract shall be made either upon:

- Sealed bids
 - (see MN Statutes 375.21) regarding lengths of publication and other bid/proposal opening and award requirements
- Quotation
 - Obtaining two or more quotations for the purchase or sale
 - All quotations obtained shall be kept on file for a period of at least one year

3. Contracts over \$175,000.

If the amount of the contract is estimated to exceed \$175,000, then

- Sealed bids
 - shall be solicited by published public notice.
 - Generally at least a two weeks' notice shall be given, but three weeks' notice is required for the construction or repair of roads, bridges, or buildings
 - As an alternative to publishing the notice in a newspaper, a County may post the notice on its website in accordance with MN Statutes 331A.03 and 331A.12.

B. Exceptions to Competitive Purchases

1. Drainage Systems

If the estimated cost of drainage repairs and maintenance of one drainage system for one year will be less than \$100,000, or \$1,000 per mile of open ditch in the ditch system, it may have the repair work done by hired labor and equipment without advertising for bids or entering into a contract. For other provisions please refer to Minnesota Statutes 103E.705.

2. Professional Services

An agreement of a professional nature creates a different relationship than normally exists in a buyer-seller transaction. The purchasing protocol needs to take into consideration qualifications, competency, character, availability and mutual trust. For these reasons, such Professional Service contracts may use a non-competitive procurement process when selecting providers.

3. Emergency Purchases

Emergency Purchasing refers to a case of an emergency arising from the destruction or impassability of roads or bridges by floods, rain, or snow, or other casualty, for the breaking or damaging of any property in the County, if the public health, safety, or welfare would suffer by delay, contracts for purchase or repairs may be made without advertising for bids but, in that case the action of the board shall be recorded in its official proceedings. (See MN Statutes 375.21).

4. Rental of Equipment

According to MN Statute 471.345 Subd 5a, when the County contracts for the rental of equipment are estimated to be \$60,000 or less may, at the discretion of the Board, be made by direct negotiation by obtaining two or more quotations when possible and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations shall be kept on file for at least one year.

5. Best value alternative

As an alternative to the above (1-3), a County board may award a contract for construction, building,

alteration, improvement, or repair work to the vendor or contractor offering the best value under a request for proposals (RFP). The County will comply with all requirements under MN Statutes 16C.28 Subd. 1. Before administering best value procurement procedure, personnel must be trained in the best value RFP process (MN Statutes 16C. 28 Subd 1d).

6. Sole Source or Brand Procurement

The above guidelines related to bid laws and vendor selection do not apply to sole source or brand procurement.

Sole source or brand procurement is allowed only in the following situations:

- Only a single vendor or contractor can supply the needed product or service; or
- Only a single brand or model will meet a department's technical or functional requirements.

Since sole source and brand procurement minimizes or eliminates competition, it should be avoided whenever possible.

In order to use sole source or brand procurement for a purchase, department heads or their designee must document the rationale for using the method. The documentation must be maintained with the department's other documentation related to the purchase for at least one year or as required by records retention schedules.

Although purchases made using sole source or brand procurement methods are excluded from competitive bidding requirements, these purchases still require County Board approval when exceeding the applicable dollar value.

VII. CONTRACT PROVISION

A. General

All contractual agreements (new contracts and contracts at renewal times) must be read and understood to be certain that the obligations and expectations of each party are clearly identified in the agreement.

Contracts approved by the County Board should have three signature lines for: Chair of Board, County Coordinator and Department Head.

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contracts between the County and a prime contractor require the prime contractor to pay subcontractors within ten days of receipt of payment from the government entity or pay interest at ½ percent per month or any part of the month (MN. Statutes 471.425 subd. 4a)

Before making final settlements with any contractor under a contract requiring employment of employees for wages by said contractor and by subcontractors, a certificate by the Commissioner of Revenue that the contractor or subcontractor has complied with the withholding requirements of Minnesota Statutes 290.92 (either Form IC134 or a Contract's Withholding Affidavit Confirmation) shall be obtained.

Contracts must conform to all applicable Federal, State and local statutes, laws, and regulations. If there is a discrepancy between this policy and federal/state law or rule, the latter governs.

B. Managing Risks

The obligations and expectations of each party, including insurance coverage must be clearly identified in the agreements with vendors/suppliers.

Contracts shall include the following insurance requirements:

- Insurance Type and Limits. Information regarding the type of coverage a vendor/provider carries is required for all agreements except for select Letters of Agreement. At a minimum, insurance coverage should reflect an occurrence limit that is consistent with Minn Stat. 466.04, which sets maximum tort liability damages of \$1,500,000 for any number of claims arising out of a single occurrence and a maximum of \$500,000 to any single claimant. The aggregate limit should be two times the occurrence limit of \$3,000,000. If insurance increments are difficult to reach, the contractor may have the option of meeting the required limits by purchasing a combination of primary and excess limits (umbrella coverage).
- Certificate of Insurance. Current insurance certificates are required throughout the term of the contract. It is the responsibility of the respective department staff to ensure the receipt of the current insurance certificate according to the bid/proposal requirements. This should be requested at an early stage in the contract process to avoid delays. The contractor must provide a minimum of 30 days advance notice to the Kanabec County of any substantial change to or cancellation of any insurance policies listed on the Certificate.
- Indemnification. The agreements shall have a clause which sets out the liability of the Contractor for its acts and when appropriate, contracts should contain an indemnification provision holding Kanabec County harmless and indemnifying the County for any loss it may have to pay due to activities of those performing the contract.
- Other. The contractor's insurance should be primary, not excess, to any coverage of Kanabec County. The contractor's insurance carrier must be acceptable to Kanabec County. Coverage must be in force for the complete term of the contract. The contractor is responsible for any deductible or self-insurance retention contained within their insurance program. The County should be listed as an additional insured on the contractor's policy (except under worker's compensation or professional liability policies).

C. Bonds

Bond requirements provide additional security for projects

- Payment Bond (MN Statutes 574.26) is a bond which assures payments, as required by law, to all persons supplying labor or material (subcontractors) for the completion of work under the contract. It is required for contracts over \$75,000.
- Performance Bond (MN Statutes 574.26) is a bond executed subsequent to award by a successful

bidder to protect the County from loss due to the bidder's inability to complete the contract as agreed. It is required for contracts over \$75,000.

- Bond Value. The performance and payment bonds shall equal to or be greater than the contract price. If the value of the contract increases after bonds are provided, supplemental bonds must be provided.
- Bid Bonds are required on all bid projects that are subject to the competitive purchasing process. Bid Bonds shall equal 5% of the contract's bid amount.

D. Termination

If issues arise between the parties and cannot be resolved termination can be appropriate and accomplished by:

- Mutual Convenience. When both parties agree that they will no longer be subject to the terms of the agreement
- Non-appropriation. This termination occurs when governmental funding sources do not appropriate funds for future payment obligations
- For Cause. When one party is in breach or default

E. Documentation

Please note, the department with the contract is responsible for making sure copies of the newspaper affidavit, all invoices, IC-134 and any other required information is kept in the department for 10 years after the contract is completed.

VIII. PROPERTY DISPOSAL

A. Sale of Public Property to Public Officers and Employees

Generally, political subdivisions may not sell property or materials owned by the political subdivision to its officers or employees.

Minnesota Statute 15.054, contains an exception to this general prohibition for employees, but not for officers, if the property or materials are no longer needed by the political subdivision and the sale is made after reasonable public notice (at least one week's published notice) at a public auction or by sealed bids. To qualify for the exception, the employee must not be directly involved in the auction or the sealed bid process. The general prohibition also does not apply to property or materials acquired or produced by the political subdivision for sale to the general public in the ordinary course of business.

B. Large Sale of Personal Property (MN Statue 373.01)

A sale of personal property with a value estimated to be \$15,000 or more may be made only after advertising for bids or proposals in the County's official newspaper, on the County's website, or in a recognized industry trade journal. At the same time it posts on its website or publishes in a trade journal, the County must also publish a summary of all requests for bids or proposals in the official newspaper. The summary may be published as part of the minutes of a regular meeting of the County board or in a separate notice. After publication, bids or proposals may be solicited and accepted using

the electronic selling process authorized in Minnesota Statutes, section 471.345, Subd. 17

A sale of personal property with a value estimated to be less than \$15,000 may be made either on competitive bids or in the open market, at the discretion of the County board.

C. Sale of Real Estate (MN Statue 373.01)

The County must advertise for bids or proposals any sale, lease, or conveyance of real estate owned by the County. The advertisement must run in the official newspaper of the County for three consecutive weeks and once in a newspaper or general circulation in the area where the property is located. With the exception of a lease of a residence acquired by the County as part of an approved capital improvement project, any sale, lease or conveyance that has not first been advertised as required is invalid.

The notice must state the time and place of considering the proposals, and contain a legal description of any real estate and a brief description of any personal property. Leases that are less than \$15,000 in any one year may be negotiated and are not subject to the competitive bid procedures of this section. All proposal estimated to be more than \$15,000 will be considered at the time set for the bid opening, and the bid most favorable to the County will be accepted. However, the County board may, in the interest of the County, reject any or all proposals.

D. Exchange of Real Property (MN Statue 373.01)

A County may exchange parcels of real property of substantially similar or equal value without advertising for bids. When acquiring real property for County highway right-of ways, the estimated values for these parcels shall be determined by the County assessor.

When acquiring real property for purposes other than County highway right-of-ways, the County may exchange similarly valued parcels and the estimated values for these parcels must be determined by the County assessor or a private appraisal performed by a licensed Minnesota real estate appraiser. In addition, before giving final approval to an exchange of land the County board shall hold a public hearing on the exchange. At least two weeks before the hearing, the County auditor shall post a notice in the auditor's office and the official newspaper of the County of the hearing that contains a description of the lands affected.

IX. FEDERAL AWARDS

Procurement of goods and services whose costs are charged to federal awards received by the County are subject to all the specific procurement policies of the County. Federal grants and programs need to conform to applicable Federal statutes and the procurement requirements identified in 2CFR part 200 (http://www.ecfr.gov/cgi-bin/text-idx?SID=b19bbeecde3892e2874fae25840d1a93&mc=true&node=sg2.1.200_1316.sg3&rqn=div7)

A. General Procurement Standards under Federal Awards (2 CFR 200.318)

Procurements associated with Federal awards are subject to the following:

1. County will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase.
2. All necessary affirmative steps will be taken to assure that minority businesses, women's business

enterprises, and labor surplus area firms are used when possible.

3. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
4. County will consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services, and using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
5. For Construction projects of sufficient size to offer reasonable opportunities for cost reductions is encouraged to use value engineering clauses in contracts.
6. County will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
7. County will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
8. Time and material type contracts may be used only after a determination is made that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Such a contract requires a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective costs controls.
9. The County is responsible for the settlement of all contractual and administrative issues arising out of procurements, which include, but are not limited to source evaluations, protests, disputes and claims.
10. All procurement files will be made available for inspection upon request by a Federal awarding agency.

B. Competition under Federal Awards (2 CFR 200.319)

Procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition and must be consistent with the standards as outlined in § 200.319. Written records are to be kept on file that sufficiently detail the history of the procurement, including small purchases.

Contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposal must be excluded from competing for such procurements. Some other examples of situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business,
2. Requiring unnecessary experience and excessive bonding,
3. Noncompetitive pricing practices between firms or between affiliated companies,
4. Noncompetitive awards to consultants that are on retainer contracts,
5. Organizational conflicts of interest,
6. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
7. Any arbitrary action in the procurement process.

The County must conduct procurements in a manner that prohibits the use of administratively imposed state or local geographical preference in the evaluation of bids or proposals except in cases where applicable Federal statutes expressly mandate or encourage geographic preference, or state licensing law.

All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. All solicitations will also identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

All prequalified lists of persons, firms, or products which are used in acquiring goods and services will be current and include enough qualified sources to ensure maximum open and free competition. Potential bidders will not be precluded from qualifying during the solicitation period.

C. Methods of Procurement (2 CFR 200.320)

The County will use one of the following methods of procurement

1. Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed ~~\$3,500~~ \$4,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.
2. Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
4. All purchases in excess of ~~\$3,500~~ \$4,000 shall be made by obtaining oral or written quotations from at least two responsible contractors. All purchases of at least \$25,000, but less than \$100,000, shall be made by obtaining written quotations from at least three responsible vendors. All purchases of \$100,000 or more shall be made by obtaining competitive proposals from at least four responsible vendors. Sealed bids shall be utilized when required by the Federal awarding agency.
 1. In order for sealed bidding to be feasible, the following conditions will be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business;
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

2. If sealed bids are used, the following requirements apply:

- a. The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e. Any or all bids may be rejected if there is a sound documented reason.

5. Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- b. Proposals must be solicited from an adequate number of qualified sources;
- c. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. Competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

6. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- d. After solicitation of a number of sources, competition is determined inadequate.

D. Cost and Price Analysis (2 CFR § 200.323)

A cost or price analysis must be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$150,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, County will make independent estimates before receiving bids or proposals. . The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

E. Suspension and Debarment (2 CFR 200.212 & 180.300)

The County will review all grant purchases to verify that purchases will not be made against contractors that are on the Debarment or Suspension list supplied by the Government. The County will review all requisition requests submitted for all grant accounts to make sure the contractor is not on the debarment list. This list is available at - <https://www.sam.gov/>. If a match is found, the County will not process the purchase order. All results of searches will be attached to the filed paperwork for verification of search.

All contracts will require the contractor to certify in writing that it has not been suspended or disbarred from doing business with any federal agency.

F. Contract Provisions under Federal Awards (2 CFR 200.326)

It is the policy of the County to include all of the following provisions, as applicable, in all contracts (including small purchases) with contractors and sub awards:

1. Remedies: All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$150,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
2. Termination: All contracts in excess of \$10,000 shall contain suitable provisions for termination by the County, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
3. Equal Employment Opportunity: All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by the County and

its sub recipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. It is the policy of the County to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The county shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. The County shall report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333): [Where applicable] All contracts awarded by the County excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence
6. Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act (33 U.S.C. 1251 - 1387), as amended: Contracts and sub awards of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (E.O.s 12549 and 12689): For all contracts, the County shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): For all contracts or Sub grants of \$100,000 or more, the County shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, the County shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.

DRAFT

Agenda Item #5

April 18, 2023

REQUEST FOR BOARD ACTION

a. Subject: Animal Control Services Agreement	b. Origination: Ordinance #34
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested: Review and approve the attached agreement for 2023 animal control services.

Resolution #__-4/18/23

Animal Control Agreement with Gratitude Farms

WHEREAS the terms of the contract with Fox Run Kennels for animal control services expire June 30, 2023, and

WHEREAS both the vendor and the County desire to not renew the existing agreement; and

WHEREAS, the previous vendor, Gratitude Farms, agreed to contract for services on effective July 1, 2023 on an as needed basis;

THEREFORE BE IT RESOLVED to approve the Animal Control Agreement with Gratitude Farms for animal control services effective July 1, 2023 for a term ending June 30, 2024;

BE IT FURTHER RESOLVED that if both the Sheriff and vendor are satisfied with the service and terms of the agreement as of June 30, 2024, the agreement may be renewed;

BE IT FURTHER RESOLVED that the Board Chair, Sheriff, County Attorney, and Coordinator are authorized to sign the agreement and any extension thereof.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Animal Control Agreement

THIS AGREEMENT made this April 18, 2023, and effective July 1, 2023, by and between Tammy Gimpl 22359 Bataan St NE East Bethel, MN 55011, hereinafter referred to as “Contractor”, and the County of Kanabec, hereinafter referred to as “County”.

WITNESSETH, that Contractor and County, for the consideration stated herein, mutually agree as follows:

1. STATEMENT OF WORK: Contractor shall furnish all labor, equipment, and services performed for the job of animal control officer for the County, as set forth below in an efficient and workmanlike manner in accordance with this Agreement. Contractor shall comply with all federal, state, and local laws and ordinances in performing the duties as specified herein.
2. THE CONTRACT PRICE: The County will pay Contractor for performance of this Contract, in current funds as follows: \$100 per animal and the established IRS mileage rate per mile for pick-up and drop off of dogs as directed by the members of the Kanabec County Sheriff’s Office, whether an animal is then actually picked up, or if the Contractor goes to a place as directed and finds there is no animal to be picked up. Multiple dogs at the same location is no additional charge. If Contractor is en route and call is canceled, charges will be re-calculated accordingly. If the owner is found, said owner will be responsible for all fees.
3. \$25 boarding fee per day, per dog for dog-owner paid impound stays. \$15 boarding fee per day, per dog for County paid impound stays. Cats will not be picked up and boarded. This boarding fee will be charged/billed to the county if the owner is not found and the dog is not claimed after the 10 calendar day impound stay. If the owner is found, said owner will be responsible for all fees.
4. Extra services, such as multiple animals seized per a search warrant or out of the ordinary circumstance will be arranged between County and Contractor on a case by case basis.
5. Contractor shall have 2 hour to respond to a call from the County, and have up to 4 hours for a pickup of an animal. All calls from dispatch should leave all information on voicemail to include the reporting party, physical address, type of dog, disposition if known for safety, and ICR number.
6. CONTRACTOR’S DUTIES: Contractor shall upon request of the members of the Kanabec County Sheriff’s Office, take all reasonable steps to catch and take into custody any animal determined to be in violation of any County Ordinance or Minnesota State Statute.

All apprehensions of dogs directed by the member of the Kanabec County Sheriff’s Office shall be treated humanely and shall be delivered into the custody of the party of facility designed by the County and Contractor. The Contractor agrees to comply with all

state laws regarding waiting periods. County is responsible for any and all necessary medical attention needed. All stray dogs picked up will be listed on social media such as Lost Dogs MN Facebook page or similar sites in an attempt to locate the owner.

The Contractor shall not bill for any animal longer than required by County Ordinance (10 days). All animals unclaimed by the end of the impound period shall be surrendered to an appropriate facility for adoption or euthanasia.

Reclaiming: All animals conveyed to the pound shall be kept, with humane treatment and sufficient food and water for their comfort, at least ten regular business days, unless the animal is a dangerous animal as defined under § 95.11 in which case it shall be kept for ten regular business days or the times specified in § 95.11, and except if the animal is a cruelly-treated animal in which case it shall be kept for then regular business days, unless sooner reclaimed by their owners or keepers as provided by this section.

Owners reclaiming their dogs will pay for all costs associated with picking up and boarding the dog. Contractor will obtain verification from the owner as to proof of ownership of the dog such as a microchip, vet bills or photos as well as a photo identification of the person claiming the dog.

All billing to the County will include the ICR number, status of dog (returned, adoption, etc.) and rate, mileage and boarding fees.

7. **VETERINARY CARE:** Dogs that are picked up and are injured or severely neglected and require urgent veterinary care, shall be treated at East Central Veterinarians during business hours. Emergency cases will be referred to an emergency clinic on a case by case basis. East Central Veterinarians are authorized to stabilize a dog up to \$300 including euthanasia if required. All billing will be sent to the Kanabec County Sheriff's Office.
8. **IDENTIFICATION:** The County shall provide Contractor with appropriate credentials and/or identification to identify them as the "Animal Control Official for the County of Kanabec".
9. **IDEMNIFICATION/INSURANCE:** Contractor agrees to indemnify and hold the County harmless against all claims, losses, causes of action, and expenses, including legal expenses arising relative to Contractor's performance of this Contract. County shall not be liable for any loss suffered by Contractor due to personal damages or any inconvenience resulting from the theft, damage to, or destruction of personal property. Contractor shall be solely responsible for and shall maintain general liability insurance coverage specifically for the Contractor's duties.
10. **LEGAL STATUS:** The parties agree that the Contractor is in full control of the manner in which work is pursued and the Contractor shall not receive retirement benefits, PERA benefits, or any other fringe benefits offered to employees of the County and shall, in all respects be deemed an Independent Contractor.

11. TERMINATION: It is further agreed that in a case of violation, breach or non-performance by the Contractor of any of the agreements contained in this Contract, County shall have the right to declare this Contract immediately null and void upon written notice to Contractor.
12. REPRESENTATION: The Contractor represents that they employ employees who are properly trained to perform the Contract, and if required by the State, are certified by the State of Minnesota.
13. This Contract shall become effective upon its execution and continue for one year with a 60-day notification of termination. No amendment or modification of this Contract shall be effective unless made in writing and signed by both County and the Contractor.

IN WITNESS THEREOF, the parties have executed this Contract at County of Kanabec, Minnesota on the day and year first above written.

Contractor

County of Kanabec

By: _____

Sheriff

By: _____

County Coordinator

By: _____

County Board Chair

By: _____

County Attorney